



INVITATION FOR BID ("IFB")

TO BE EXECUTED IN DUPLICATE

The Chicago Housing Authority (hereinafter "the CHA" or "the Authority"), on behalf of Chicago Housing Administration LLC, invites Bidders to submit sealed bids for the below described specification.

IFB EVENT No. 3237 (2023)

Hattie Callner – Soil Remediation, Site Work and Restoration Project,
Address: 855 W. Aldine Ave., Chicago, IL 60657

Tracey Scott
Chief Executive Officer
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 8th Floor
Chicago, Illinois 60605
www.thecha.org

RELEASE DATE: June 29th, 2023
BID OPEN DATE AND TIME: July 19th, 2023, at 11AM Central.

General Contractor: <u>Speedy Gonzalez Landscaping Inc</u>	
Contact Name: <u>Jose Gonzalez</u>	
Address: <u>526 E. 114th Pl</u>	
City/State/Zip: <u>Chicago IL 60628</u>	
Phone Number: <u>773 734 7780</u>	
Fax Number: <u>773 731 1621</u>	
LUMP SUM BASE BID TOTAL	\$ <u>1,562,955</u> .00
Lump Sum Base Bid in whole dollars only	
REFER TO THE IMPORTANT MESSAGE BELOW REGARDING ELECTRONIC SUBMISSIONS	

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)
Jose Gonzalez

(Print Name)

Speedy Gonzalez Landscaping Inc.
(Contractor's Name)
President
(Title) 7/17/23
(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. CHA contact information:

Gary Bell, Senior Procurement Specialist
Chicago Housing Authority
60 East Van Buren Street, 8th Floor
Chicago, Illinois 60605
Telephone: (312.913.7407)
Email: GBell@thecha.org
2. **Questions may be submitted through CHA's Supplier Portal or in writing to the Procurement Specialist as shown below by no later than 11:00AM (Central) on Friday, July 7th, 2023.** Questions received with regards to this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
3. **ELECTRONIC FILES FOR DRAWINGS AND TECHNICAL SPECIFICATIONS:** Please be advised that the Chicago Housing Authority is NOT distributing printed plans or specifications with this solicitation. The Bid Solicitation, Technical Specifications and Drawings are available on the CHA's Supplier Portal Website at <https://supplier.thecha.org>.
4. **PRE-BID MEETING: 11:00 AM (Central) Wednesday, July 5th, 2023** CHA strongly encourages all interested firms to attend the pre-bid Meeting. Real-Time online viewing is available. To view the Pre-Bid Meeting online visit Microsoft Teams: <https://msteams.link/2UTE>
5. **SITE VISIT: NOT REQUIRED**
6. **BID OPENING & PRE-AWARD MEETING:** The Bid open date and time is Wednesday, July 19, 2023 at 11:00 AM (Central). All respondents shall be prepared to attend a virtual pre-award meeting on Thursday, July 20, 2023. CHA will notify the selected respondent of the meeting time and location.
7. **ELECTRONIC SUBMISSION:** Sealed bids must 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. **FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED.**

There is no maximum 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. For questions or assistance with the Supplier Portal, please contact Harrette Herron-King, Procurement Coordinator, at 312-913-7356.

IMPORTANT NOTE REGARDING ELECTRONIC SUBMISSIONS:

FOR ELECTRONIC BIDS BEING SUBMITTED THROUGH THE CHA SUPPLIER PORTAL, BIDDERS SHALL COMPLETE AND PROVIDE THE DIVISION COST SUBMITTAL BY ENTERING THEIR BID PRICES THROUGH CHA'S SUPPLIER PORTAL.

DO NOT INCLUDE SECTION VII. DIVISION COST SUBMITTAL AS PART OF YOUR UPLOADED DOCUMENTS.

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- 8. **MANUAL SUBMISSION** The CHA is currently not accepting manual submissions. Until further notice, electronic submissions will be the only form of submissions accepted by the CHA.

- 9. **ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Bidders and posted on the CHA's website at: www.thecha.org. It is the responsibility of the Bidder to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders by distributing addendum/addenda to this solicitation before the date set for receipt of bids. The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

Number

Dated

NONE AT TIME
OF SUBMISSION

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I. **SCOPE OF WORK**
GENERAL DESCRIPTION OF SCOPE OF WORK:

Hattie Callner Apartments is a 147 unit Senior building in the Lakeview community.

The Hattie Callner building was constructed in 1965 between Clark and Halsted in Lakeview. The site is named after Hattie Callner, an associate of Jane Addams and namesake of a former theater at Jane Addams Center Hull House. The building was well known in the neighborhood for its sprawling rose garden, inviting landscaping and courtyard that is still frequently mistaken for a public park. The development features studio and one bedroom apartments.

In general, the scope of service includes site remediation of soils, site work improvements and landscaping restoration.

The awarded Remediation and restoration contractor shall be required to coordinate and work collaboratively, and efficiently, with all other onsite contractors (if any) and CHA staff throughout project completion and to minimize disruption to building residents and ensure site safety.

All work will be performed around an occupied senior resident building. All precautions, provisions, and phased scheduling must be incorporated accordingly to ensure resident safety, minimize resident impact and risk exposure. Selected respondent shall be required to coordinate as necessary with soil testing companies.

All services must be performed by a licensed and insured contractor and employees who are properly trained and authorized. Awarded contractor shall be required to handle, treat, and dispose of all materials in accordance with all state, local and federal requirements.

The CHA intends to award one contract with a not to exceed fee to complete the remediation and restoration works within the required CHA project timeline.

The Scope of Work is further described in the detailed Technical Specification and Drawings.

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

INSTRUCTIONS FOR BIDDERS

II. **BID SUBMITTAL REQUIREMENTS:** 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 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 submittals; and
 - iv. **Submit ONE (1) ORIGINAL** of all other required bid documents; and
 - v. Acknowledge on Page BF/3 receipt of any Addenda issued.

Failure to submit the documentation set forth above in Section II(A)(i)-(v) 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 A) 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

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be deemed non-responsible. 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 practicable 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 of a substantially similar size and scope and requiring substantially similar work and level or 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 II(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) possesses 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 Bidder/Financially Responsible Party shall demonstrate its financial capacity 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:

The Bidder must provide Financial Statements, which are compiled, reviewed and/or audited as defined below (which may be subject to different levels depending upon the Bidder's proposal and the projected contract value of the award), and which consist of:

1. Accountant's Report
2. Balance Sheet (last 2 years)
3. Income Statement (last 2 years)
4. Cash Flow Statement (last 2 years)
5. Financial Statement Footnotes (if applicable)

For proposals or contracts awards valued at less than \$500,000, the Respondent must provide the IRS tax transcript.

For proposals or contract awards valued at less than \$1,000,000 the Respondent must provide complied financial statements.

For proposals or contract awards valued at less than \$2,500,000.00, the Respondent must provide reviewed financial statements.

For proposals or contract awards valued in excess of \$2,500,000.00, the Respondent must provide audited financial statements.

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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.). The entity name and address listed on the Financial Report should match the address on file with Dun & Bradstreet report in order for CHA to perform financial review.
- If respondent is not able to provide the Financials 6 months after their fiscal year end, respondents should provide the reason for delay or non-completion.
- 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.
- CHA reserves the right to request Dun & Bradstreet reports in order to make an award determination. Vendors must provide the address on file with Dun & Bradstreet if it differs from the address listed on the proposal.
- CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents, or 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.

- F. **SUBSTANTIAL COMPLETION FOR ALL WORK:** Work will need to be substantially completed no later than November 16, 2023. Please provide a project delivery schedule that satisfies the required completion date as referenced. The project delivery schedule must accompany your bid submission. The earliest date for a Notice to Proceed (NTP) would be Monday, July 31, 2023.
- G. **CRITICAL PATH METHOD SUMMARY PROJECT SCHEDULE:** In evaluating this IFB, the CHA will determine the responsibility of each bidder and whether a particular bidder can complete the Work in the shortest time frame, which time frame shall not exceed the Substantial Completion Date of November 16, 2023 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 1 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:

1. Be submitted in a hard copy format;
2. Be prepared using Primavera P6 Professional R8.3.2 or Microsoft Project software;
3. Be prepared using the Critical Path Scheduling Method (CPM);
1. Depict the critical path starting with the Notice To Proceed and ending with the Substantial Completion Date November, 2023;
4. Include critical tasks to be performed by the Owner, the Architect, or others, for the completion of all the Work; and
5. 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.

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

1. The date set forth in the Notice to Proceed will be on or around Thursday, July 27, 2023; however, the CHA shall not be bound to issuing a Notice to Proceed by or for that date;
2. The Substantial Completion Date of November 16th, 2023 for ALL WORK is **as shown above**.
3. The building(s) will be available to the Contractor on the date(s) set forth in the Notice to Proceed.

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

Failure to submit this CPM Summary Project Schedule in the requested software format, prepared using Primavera P6 Professional R8.3.2 software or Microsoft Project, shall result in the entire Bid Package being deemed non-responsive.

III. BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

Respondents must complete the current versions of all forms which are required for a solicitation. Copies of these forms have either been provided therein, or may be accessed and downloaded through the CHA's website, www.thecha.org in the "Forms and Documents" tab located under "Doing Business-Contractor and Developer Resources." Failure to submit completed copies of all of the current required forms may result in a solicitation response being deemed non-responsive.

A. PREPARATION OF BIDS – Construction:

- i. Bidders must make their own estimates of the facilities and difficulties attending the execution of a proposed bid;
 - 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 signed electronically**. 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/doing-business/forms-and-documents/>. 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;
 - iii. 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
 - iv. Alternate bids will not be considered
 - v. 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. **MINIMUM WAGE REQUIREMENT:** Any award under this solicitation shall be subject to the current local Minimum Wage Requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent's covered employees. The Respondent must take the Minimum Wage Requirement into consideration in determining its fees for services

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to be performed or provided by Respondent under its fee proposal and other submittals.

- e. **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.
- f. **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 IFB must be submitted through the CHA Supplier Portal or in writing by e-mail. 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.

Bidders must include in the body of their 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 from further consideration.
- B. **PRE-AWARD MEETING/VALUE ENGINEERING MEETING:** The CHA reserves the right to conduct a Pre-Award Meeting with the Bidder(s) prior to making an award to determine if the Bidder(s) is(are) a responsible party(ies) as described and required by applicable law. This Pre-Award Meeting may include, but shall not be 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 Bidder's integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.
 - x. Review and confirmation of Critical Path Method (CPM) delivery schedule

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, financial resources, capacity and proposed delivery schedule and the factors specified elsewhere in the solicitation. To be considered eligible for contract award the Bidder must meet the following minimum requirements:

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- i. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
 - ii. Be able to comply with the required and proposed delivery schedule.
 - iii. Be properly licensed by the appropriate regulatory agencies for the services to be performed.
- 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.

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, financial resources, capacity and proposed delivery schedule and the factors specified elsewhere in the solicitation.
- B. **TIME FOR PERFORMANCE:** Please refer to **XV. 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

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- 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 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. **DIVERSITY GOALS:** In its procurement of goods and services, CHA seeks relationships with vendors who share our values for inclusive and equitable contracting opportunities. CHA values contract diversity and is committed to strengthening workforce development and economic opportunities for low-income workers, and Minority, Women, and Disadvantaged Business, including Section 3 Businesses.

1. Summary of Contract Requirements

Type of Contract	M/W/DBE	Section 3 (Labor Hours)	S3 Business subcontracting (> \$250,000)	Davis Bacon
Construction	Yes	Yes	Yes	Yes
Professional Service (licensure required)	Yes	No	Yes	No
Professional Service (non-licensure)	Yes	Yes	Yes	No

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required)				
Professional Services (direct services to residents)	Yes	Yes	No	No
Material & Supply	Yes	No	Yes	No

* if not self-performing

Minimum Thresholds for Contract Diversity:

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

Certified Minority, Women, and Disadvantaged Business Enterprises (M/W/DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Vendors and their subcontractors or suppliers must take all necessary and reasonable steps to ensure that M/W/DBEs have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. CHA establishes minimum **thresholds** for all contracts over \$50,001. The percentage is required for the entire project amount and not limited to CHA's funding. Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA's written approval.

Section 3 Business Subcontracting – For contracts >\$250,000, vendors are required to subcontract to Section 3 Businesses, unless self-performing. CHA establishes minimum thresholds. To locate a Section 3 Business visit the Workforce Opportunity Resource Center (WORC) site. Professional Services that directly provide support services for CHA residents are not required to sub-contract to Section 3 Businesses but are encouraged to sub-contract when feasible. Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA's written approval. These may include, but are not limited to mentorship programs, internships, training, and employment opportunities for non-CHA funded projects, or payment into CHA's Workforce & Education Fund.

Section 3 Labor Hours

CHA supports HUD's Section 3 requirement which counts labor hours. All applicable contracts require **at least 25% of the labor hours** performed on a project are done so with Section 3 workers and businesses, of which 5% of those hours must be performed by Targeted Section 3 workers (i.e. CHA residents and HCV participants). Vendors will report these hours via B2Gnow and/or LCPTracker or through required affidavits based on the contract type (HUD Section 3 24 CFR part 75).

Davis Bacon and Minimum Wage Requirements:

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

All CHA contracts must comply with the current local Minimum Wage requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent's covered employees. The Respondent must consider the Minimum Wage Requirement in determining its fees for services to be performed or provided by the Respondent under its fee proposal and other submittals. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any

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conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally imposed wage rate (24 CFR 965).

The following chart indicates the goals set by CHA for each type of contract.

Minimum Thresholds

Type of Contract	Contract Amount	MBE/WBE/DBE Participation	Section 3 Business Subcontracting (>\$250,000)	Section 3 Labor Hours (25% of which 5% is through CHA resident hires)***
Construction	\$50,001+	30%	10%	25%
Supply & Delivery	\$50,001 +	20%	3%*	N/A
Professional Services	\$50,001 +	20%	3%**	25%

*Or indirect **excludes direct support service providers *** Required regardless of contract amount

1. Utilization Plan:

This chart is a list of items needed to evaluate a full utilization Plan (UP). All respondents to CHA solicitations must submit a UP which enables CHA to evaluate how they will fulfill contract requirements.

Document Name	To be Completed By	Details
Utilization Plan (UP) M/W/DBE and Section 3 Businesses	Prime Contractor	This Excel worksheet will include all M/W/DBE and Section 3 Businesses subcontracting as well as proposed indirect, etc.
Letter of Intent	Each M/W/DBE and Section 3 subcontractor listed on the UP including a self-performing Prime Contractor	If a Prime is a M/W/DBE and they are self-performing, they must submit a Letter of Intent. A Letter of Intent for each sub-contractor that is MWD/BE or Section 3 Business must also be submitted. The information outlined in the UP must correspond with the Letters.
Letter of M/W/DBE Certification	Each M/W/DBE listed on UP, including a self-performing Prime Contractor	This form must be submitted with every UP and Letter of Intent and include current certification letters. Applications are not accepted.
Waiver Request-M/W/DBE	Prime Contractor	This form is only to be used if a vendor cannot meet their subcontracting requirements and all good-faith efforts, including indirect participation, have been exhausted. The form must include (1) the scope of work and (2) the reason the Prime cannot meet the commitments outlined.

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Other Economic Opportunities (OEO)	Prime Contractor	If vendor is unable to subcontract to a Section 3 Business in full or in part they will need to propose indirect participation through the OEO section on the UP, or make commensurate payment upfront into the Workforce and Education Fund, subject to approval by CHA.
Contract Compliance Certification	Prime Contractor	Acknowledgment by the Vendor of their understanding of the CHA's diversity and inclusion contract requirements.

2. Reporting Requirements:

Contract Requirement	System	Details
Construction Contracts	LCPtracker	Certified Payroll Reports must be entered into LCPtracker weekly. This system also tracks compliance with Davis Bacon and Section 3 hours.
Professional Services	B2GNow	Payments must be entered into B2Gnow for every pay application monthly. This system tracks and verifies Prime and Subcontractor payments made and received.

Additional Information:

(a) COUNTING M/W/DBE AND SECTION 3 BUSINESS (S3B) CREDIT: A business that is both self-identified /certified as a Section 3 Business and certified as a M/W/DBE will count towards subcontracting requirements for both the M/W/DBE and Section 3 sub-contracting requirements.

(b) PROVIDING OPPORTUNITIES TO SECTION 3 WORKERS: In accordance with 24 CFR part 75.9, Prime and sub-contractors (including Section 3 Businesses) on CHA/HUD-funded contracts must ensure that Section 3 workers are provided economic opportunities with the following preference when applicable: a) residents of the project where the assistance is being provided; b) residents of other public housing or Section 8; c) Youthbuild participants; and d) resident of the metropolitan area.

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

Definitions

Section 3 Business are defined a business that either is a) 51% owned by public housing or housing choice voucher participant(s); b) 51% owned by a low-income person(s); or c) 75% of the labor hours are performed by low-income workers.

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Davis-Bacon and Related Acts directs the US Department of Labor to determine prevailing wage for construction projects.

Indirect Participation refers to the value of payments made to MWD/BE firms for work that is done outside of the proposed project or commensurate value to S3 Business or CHA residents/participants in other economic opportunities.

Additional information on CHA's contract requirements and forms can be found at www.thecha.org/doing-business.

Respondent shall complete the required diversity requirements in its entirety and submit with their proposal. Refer to Article VIII for CHA's contract requirements. CHA values Diversity, Equity, and Inclusion. Respondents are required to answer the following questions as it relates to DEI.

1. What is your organization's strategy for DEI?
2. What is the racial ethnicity of your Board and staff? What percentage resides in Chicago?
3. Describe any opportunities for CHA residents including any internships, job shadowing, employment or mentorships.

- F. **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.
- G. **SUPPLEMENTARY CLOSE-OUT PROCEDURES:** Subsequent to final acceptance, close-out binders shall be required from the Contractor. They shall be reviewed by the CHA's Architect and the CHA's Construction Manager. Upon acceptance and receipt of the binders from the CHA's Architect and the CHA's Construction Manager, the Contractor shall schedule delivery of three (3) copies of the binders to the CHA Construction Manager. Close-out binders should be formatted per the Construction Specifications Institute (CSI) structure and include the following contents:
- i. Approved Submittal Binders
 - ii. Maintenance & Warranty Binders
 - iii. Close-Out Summary and CSI Division Checklists
 - iv. Electronic As-Built Drawings
 - v. Applicable Certificates (Substantial Completion, Occupancy, etc.)
 - vi. Operation and Maintenance Manuals (Start-Up and Test results, Commissioning and Training Info)
 - vii. Warranties

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

- H. **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 "Construction Progress Schedule/Work Schedule" as defined in Paragraph 6 of the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370) and in the Special Conditions of the Contract for Construction 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

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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.

I. Project Tax Benefits Treatment; CHA Reservations and Procedures

The CHA fully reserves to itself all rights to seek, pursue and obtain various tax benefits (the "Project Tax Benefits") for which the Project, Services or Work may be eligible (such as federal, state or local income, sales and use tax credits, deductions, exemptions or exclusions, as well other related structured transfers or transactions to realize or effect such benefits), including, without limitation, the allocation of tax deduction benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").

CHA reserves the right to manage and administer the process of obtaining, evaluating eligibility for and monetizing any and all Project Tax Benefits associated with or derived from the Project, Services or Work. The Contractor agrees to cooperate in all reasonable respects with the CHA's efforts to assess, obtain, document and monetize any such Project Tax Benefits derived from the Project, and shall not attempt to procure or claim Project Tax Benefits for itself or any of its affiliated persons or entities without the express direction and consent of the CHA, which shall be in writing in a formal amendment to the Agreement, that shall be duly executed by authorized officers of both the CHA and Contractor.

J. Disclosure Certification

The Contractor shall be required to make the following certification which is included in the Contractor's Affidavit, a required submittal to be executed and notarized.

The Contractor certifies to be best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated and City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.

The recommended firm will be required to provide the following information at the appropriate time during the solicitation process:

- Vendors' other business relationships including but not limited to: Board affiliations, positions or board memberships with all other non-profit, government and other Chicago businesses.

K. Economic Disclosure Statement

Proposers must complete the attached economic disclosure statement and affidavit as referenced in the Appendices. The economic disclosure forms must be completed by the Prime contractor and all subcontractors in their entirety and notarized. Privately held firms and not-for-profit organizations must disclose the board of directors/corporate officers. All firms must disclose the percentage of ownership. Failure to provide complete ownership information may cause your response to be deemed Non-Responsive.

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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(herself) with local conditions, including building codes, site conditions and said Contract Documents, hereby proposes, offers, and agrees that if this bid is accepted within **one hundred eighty (180) calendar days** from the date of the bid opening identified on page BF/1 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 Substantial Completion Date(s) set forth in the Contract Documents, and to provide sufficient manpower and any second shift, premium time and overtime required to complete and deliver the Project by the Work Schedule and Final Completion Date(s), at no additional cost to the Chicago Housing Authority (hereinafter "the CHA" or "the Authority").

- B. **CHANGE ORDERS:** If the estimated quantity or Scope of Work required by the Contract Documents is increased or decreased during the course of the Project described in this IFB and in the Contract Documents, the CHA's Contracting Officer may issue Change Orders to increase or decrease the level of effort within the Scope of Work pursuant to the "Changes" provision of the HUD General Contract Conditions for Small Construction/Development Contracts (Form HUD-5370-EZ, Clause 8) or the HUD General Conditions for Construction Contracts (Form HUD 5370-A, Clause 29), as the case may be. The Contractor must first submit a cost proposal for approval by the CHA. The proposal must be submitted on a CHA cost proposal form, along with any other supporting documents requested by the CHA. 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.

THIS SECTION IS NOT APPLICABLE TO THIS ISSUE FOR BID.

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- IX. **COST SUBMITTAL:** In evaluating this IFB, the CHA will determine whether a Bidder is submitting fair and reasonable Lump Sum. Note: The Lump Sum submitted within this Section IX should be used to calculate the sum of the Lump Sum Base Bid Total (for electronic submission only).

IMPORTANT NOTE REGARDING ELECTRONIC SUBMISSIONS:
 FOR ELECTRONIC BIDS BEING SUBMITTED THROUGH THE CHA SUPPLIER PORTAL, BIDDERS SHALL COMPLETE AND PROVIDE THE DIVISION COST SUBMITTAL BY ENTERING THEIR BID PRICES THROUGH CHA SUPPLIER PORTAL.
DO NOT INCLUDE SECTION IX. DIVISION COST SUBMITTAL AS PART OF YOUR UPLOADED DOCUMENTS.

Building Cost Breakout – Hattie Callner (855 W. Aldine Ave, Chicago, IL 60657)	
Hattie Callner Lump Sum Base Sub-Total (Division No. 2 through Division No. 32)	\$1,277,940.00
GENERAL CONDITIONS The MAXIMUM amount allowed is 6% of the total value of Division No. 2 through Division No. 32 only. General Conditions includes the Bond Premium. 3%	\$38,338.20
OFFICE OVERHEAD Costs such as office staff salaries and benefits, office rent and operating expenses, professional fees and other operating costs which are not directly applicable to this specific job. (The MAXIMUM amount allowed is 2% of the lump sum base bid total.) 1%	\$12,779.40
PROFIT (The MAXIMUM amount allowed is 6% of the lump sum base bid total.) 5%	\$63,897.00
CONTRACT CONTINGENCY USAGE Strictly limited for modifications to the contract to the contract documents classified as justified by Discovered Conditions, Document Errors or Omissions and/or Code Compliance changes. If the amount in the box is insufficient to cover actual Discovered Conditions, Document Errors or Omissions and/or Code Compliance changes, 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 deductive contract modification after substantial completion.	\$160,000
PERMIT FEES and PERMIT EXPEDITING COSTS If the amount noted in the box is insufficient to cover actual permit fees and /or permit expediting costs, the Contractor will be reimbursed for any additional expenditure through a contract modification. Non-expended funds will be credited to the CHA in the form of a deductive contract modification after substantial completion.	\$10,000
LUMP SUM BASE BID TOTAL for Hattie Callner (Please enter amount on Page 1)	\$1,562,955.00

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- 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., 11th Floor, Chicago, IL 60605. Do NOT submit invoices to the Property Asset Management Department. Failure to follow this direction will result in delays in processing invoice payments.

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

AMP # = Asset Management Property number

CHA Bldg Code	AMP #	Address	Amount (Costs of landscaping, site work, fees, etc.)	
	9533	855 W. Aldine Ave, Chicago, IL 60657	Construction	\$ 869,077.00
			Environmental	\$ 693,878.00
TOTAL				\$ 1,562,955.00

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

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

THIS SECTION IS NOT APPLICABLE TO THIS ISSUE FOR BID.

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XII. 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 CHA's 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.**

THIS SECTION IS NOT APPLICABLE TO THIS ISSUE FOR BID.

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XIII. 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 Contractor is responsible for notifying the CHA by submitting questions if any sections of the Technical Specifications are missing from its bid package. This request must be submitted by the IFB deadline shown on Page 2 of this solicitation. **PLEASE NOTE: When appropriate, the Technical Specifications may be reproduced on the Drawings, or even omitted from the solicitation entirely, in which case it will be noted below that this section is "NOT APPLICABLE".**

Technical Specifications: Hattie Callner (855 W. Aldine Ave, Chicago, IL 60657)

SECTION NUMBER	SECTION DESCRIPTION	SECTION PAGES
Division 00 – Introductory Information		
00 00 01	Project Title Page	1 09/21/20
00 01 03	Project Directory	
00 01 10	Table of Contents	
00 30 00	Information Available to Bidders	1 09/21/20
Division 01- General Requirements		
01 10 00	Summary	1 03/27/20
01 21 00	Allowances	1 03/27/20
01 22 00	Unit Prices	1 03/27/20
01 23 00	Alternates	1 03/27/20
01 25 00	Substitution Procedures	1 03/27/20
01 26 00	Contract Modification Procedures	1 03/27/20
01 29 00	Payment Procedures	1 03/27/20
01 31 00	Project Management and Coordination	1 03/27/20
01 32 00	Construction Progress Documentation	1 03/27/20
01 32 33	Photographic Documentation	1 03/27/20
01 33 00	Submittal Procedures	1 03/27/20
01 35 16	Alteration Project Procedures	1 03/27/20
01 35 62	Erosion and Sedimentation Control	1 03/27/20
01 40 00	Quality Requirements	1 03/27/20
01 42 00	References	1 03/27/20
01 50 00	Temporary Facilities and Controls	1 03/27/20
01 56 11	General Dust, Fume, and Odor Control	1 03/27/20
01 56 39	Temporary Tree and Plant Protection	1 03/27/20
01 60 00	Product Requirements	1 03/27/20
01 73 00	Execution	1 03/27/20
01 74 19	Construction Waste Management and Disposal	1 03/27/20
01 77 00	Closeout Procedures	1 03/27/20
01 78 23	Operation and Maintenance Data	1 03/27/20
01 78 39	Project Record Documents	1 03/27/20
01 79 00	Demonstration and Training	1 03/27/20
Division 02- Existing Conditions		
02 26 11	Summary of Existing Site Conditions	1 10/25/19
02 41 19	Selective Demolition	1 10/25/19
Division 03- Concrete		
03 30 00	Cast-In-Place Concrete	1 08/13/20
Division 31 – Earthwork		
31 11 00	Site Clearing	1 10/25/19
31 21 02	Geotextile	1 10/25/19
31 22 14	Earthwork	1 10/25/19
31 23 17	Excavating, Backfilling, and Compacting for Utilities	1 10/25/19

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31 23 18.13	Subtitle D Waste Disposal	1 10/25/19
31 23 18.14	CCDD Uncontaminated Soil Disposal	1 10/25/19
31 23 23	Acceptance of Backfill, Topsoil, and CU Structural Soil	1 10/25/19
Division 32 – Exterior Improvements		
32 12 16	Asphalt Paving	1 10/22/19
32 12 36	Asphalt Sealcoat	1 10/22/19
32 13 13	Concrete Paving	1 10/22/19
32 14 14	Precast Concrete Unit Paving	1 10/22/19
32 17 23.13	Painted Pavement Markings	1 10/22/19
32 31 13	Chain Link Fences and Gate	1 10/22/19
32 31 19	Decorative Metal Fences and Gates	1 10/22/19
32 31 29	Wood Fences and Gates	1 10/22/19
32 33 00	Site Furnishings	1 10/22/19
32 91 13	Soil Preparation	1 10/22/19
32 92 00	Turf and Grasses	1 10/22/19
32 93 00	Plants	1 10/22/19
32 96 00	Transplanting	1 10/22/19
Division 33 – Utilities		
33 10 00	Water Service	1 10/22/19
33 30 00	Sewerage and Drainage	1 10/22/19
Appendix – Supplemental Reports		

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XIV. DRAWINGS LIST SUBMITTAL - The documents shown below comprise the Drawings for this project. The Architect 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 is responsible for notifying the CHA by submitting question if any Drawings are missing from its bid package.** This request must be submitted by the question deadline shown on Page 2 of this solicitation.

Drawings Index: Hattie Callner (855 W. Aldine Ave, Chicago, IL 60657)

PDF Pag	Sheet No.	Sheet Title	Drawing Comments	Sheet	Version	Version Date
01.	G1.0	Cover Sheet	No comments		IFB	11.12.21
02.	G1.1	Drawing Index	No comments		IFB	11.12.21
03.	G1.2	Symbols, Notes & Abbreviations	No comments		IFB	11.12.21
04.	G1.3	General Notes	No comments		IFB	11.12.21
05.	G2.1	Code Matrix	No comments		IFB	11.12.21
06.	UFAS.00	Accessibility Matrix and Drawing Index	No comments		IFB	11.12.21
07.	UFAS.02	Non-Tactile Signage Details and Sizes	No comments		IFB	11.12.21
08.	UFAS.05	Ramp Sections and Details	No Comments		IFB	11.12.21
09.	RD 1.0	Remediation Notes	No Comments		IFB	11.12.21
10.	RD 1.1	Remediation Plan	No comments		IFB	11.12.21
11.	RD 1.2	Remediation Details	No comments		IFB	11.12.21
12.	C-1.0	General Notes	No comments		IFB	11.12.21
13.	C-1.1	Topographic Survey	No comments		IFB	11.12.21
14.	C-2.0	Demolition Plan	No comments		IFB	11.12.21
15.	C-3.0	Geometric Plan	No comments		IFB	11.12.21
16.	C-4.0	Grading Plan	No Comments		IFB	11.12.21
17.	C-5.0	Utility Plan	No comments		IFB	11.12.21
18.	C-6.0	Erosion Control Plan	No comments		IFB	11.12.21
19.	C-6.1	Erosion Control Details	No comments		IFB	11.12.21
20.	C-6.2	Erosion Control Notes	No Comments		IFB	11.12.21
21.	C-7.0	Details	No Comments		IFB	11.12.21
22.	C-8.0	Operations and Maintenance Plan	No comments		IFB	11.12.21
23.	C-8.1	Operations and Maintenance Notes	No comments		IFB	11.12.21
24.	XP 1.0	Boundary and Topographic Survey	No comments		IFB	11.12.21
25.	L-003	General Notes	No comments		IFB	11.12.21
26.	L-008	Tree Preservation and Removal Plan	No comments		IFB	11.12.21
27.	L-101	Overall Landscape Site Plan	No comments		IFB	11.12.21
28.	L-103	Hardscape Plan	No comments		IFB	11.12.21
29.	L-105	Soils Plan	No comments		IFB	11.12.21
30.	L-106	Planting Plan	No comments		IFB	11.12.21
31.	L-501	Tree Protection Details	No comments		IFB	11.12.21
32.	L-503	Hardscape Details	No comments		IFB	11.12.21
33.	L-504	Community Garden Details	No comments		IFB	11.12.21
34.	L-506	Landscape Details	No comments		IFB	11.12.21

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XV. PROJECT SCHEDULE SUBMITTAL

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. **SUBSTANTIAL 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 Substantial 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 Substantial 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 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 Architect.

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 Architect.

The CHA, its designated representative, and the CHA's Architect shall inspect the Work and create a final punch list for the Project no more than thirty (30) days prior to substantial completion of the Project, which, in no event, shall be later than the Substantial 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.

A. **LIQUIDATED DAMAGES:** In the event that the Work is not completed by the Substantial 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
--

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.

xvi. SUBCONTRACTOR CONTRACT AND FLOWDOWN REQUIREMENTS:

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

CHICAGO HOUSING AUTHORITY

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 VII (F) Online Contract Compliance System

[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

CHICAGO HOUSING AUTHORITY

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*
√	√	Economic Disclosure Statement and Affidavit*
√	√	MBE/WBE/DBE Utilization Plan *
√		Contract Compliance Certification
√		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/WDBE 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/WDBE Participation Commitments

* These documents are made available through the CHA's website, 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:

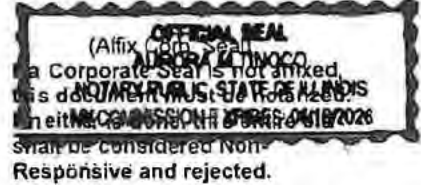
1. X Invitation for Bid
2. X Bid Security/Guarantee (Bid Bond)
3. X Bidder Acknowledges Receipt of Addenda
4. X Licenses
5. X Summary of Contractor's Qualifications (Bidder Profile)
6. X Contractor's Financial Statement
7. X Critical Path Method Summary Project Schedule (Electronic or Paper Copy)
8. X Utilization Plan
9. X Contract Compliance Certification
10. X Letter of Intent
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)
20. N/A CHA Ethics Policy *N/A per page 26 of IFB*
21. X Contractor's Affidavit
22. X Economic Disclosure Statement and 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. Failure to submit this Bid Execution and Acceptance page shall result in the entire Bid Package being deemed non-responsive.

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

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this bid are true and correct.



Speedy Gonzalez Landscaping Inc.
(Business/Contractor's Name)

By: Jose Gonzalez DATE: 7/17/23
(Signature) (Printed or Typed Name)

Subscribed and sworn to before me
this 17th day of July, 2023
My Commission Expires

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

06/16/2026
Aurora M Perera
(Notary Public)

Address: 526 E. 114th PLACE

City, State, Zip: CHICAGO IL 60628 Taxpayer ID. No: [REDACTED]

Telephone No: (773) 734 7780 Fax No: (773) 731 1621

Email: jose@speedygl.com

[REDACTED] (Vendor Code) 13102 (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

one million five hundred sixty two thousand nine hundred fifty five and no cents

(\$ 1,562,955.00) 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 180 days

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

DocuSigned by:
CHICAGO HOUSING AUTHORITY
Sheila Johnson
By: 02DBAECFE536465
Sheila Johnson
Date Signed: 9/25/2023

Title: Contracting Officer
CHICAGO HOUSING AUTHORITY
60 East Van Buren St, 8TH Floor
Chicago, IL 60605