#### Section 750. APPENDIX A EQUAL EMPLOYMENT OPPORTUNTIES

## 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:

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



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#### 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 of 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.

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 at. 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 or record, whether or not such person or business entity was subject to prosecution for the offenses or offenses admitted to.
  - (6) Has entered a plea of <u>noto</u> <u>contenders</u> 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 completed at



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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.
- (9) 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 nonproprietary 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.
- (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 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

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#### 48. Procurement of Recovered Materials

#### 49. Hold Harmless and Indomnification

- (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, 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



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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. Load-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.
- (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:
  - (1) 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
  - (2) 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) Payrolis 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 60805.

(c) Minimum Rates of Pay

The minimum rates of pay shall be in conformance with those promulgated pursuant to the



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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.

(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.

#### 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 applicant 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 Websits®, Prolog Exchange®, and Prolog Manager®. The software for developing and maintaining the Work Schedule shall only be Primavera Project Planner® (P3 version 3.1), Primavera Project Management® (P6 version 6.2.1), Primavera Contractor® (P6) or Primavera SureTrak® software. The Contractor shall utilize Prolog Websits® and Prolog Manager® for the following project management and document control functions, including but not limited to:
  - (1) Prepare Requests for Information ("RFI")
  - (2) Prepare Submittal Packages
  - (3) Maintain Submittal Register
  - (4) Prepare Submittal Transmittals
  - (5) Maintain Transmittals and Correspondence Logs



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- (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.

#### 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.
- (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, 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.



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- (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. 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 Salvagoable, 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-reparable, 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.
- 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.
- 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

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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.

#### 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.

#### 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 me or 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 me or 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.

#### 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.

#### 70. Technical Questions

All Requests for Information ("RFIs") regarding this solicitation must be e-mailed to the Procurement Specialist set forth below. The deadline date and time are noted below. Telephonic, oral, or any other means of communication of relaying questions shall <u>not</u> be answered. If an answer is inadvertently or otherwise provided to a question other than as specified below, it is expressly understood that the answer is not binding in any way on the Authority.

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

Please include in the "subject" line of your email the following Information:



RFI - (insert the solicitation number) - (insert the title of the solicitation)

Example. RFI - IFB 12-34567 - Renovation Work at Dearborn Homes

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

Subject of Question Drawing/Sheet Number (if applicable)

- Specification Section including Page Number (if applicable) Information Requested 3)
- Suggestion (optional)

Chicago, IL 60605

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

Thomas Serafini, Assistant Director, Procurement Chicago Housing Authority
Department of Procurement and Contracts
60 E. Van Buren St., 13th Floor

Phone (312) 913-5876 Email tserafin@thecha.org

The signature below indicates that the Contractor has received and read these Special Conditions.

## RELEASE AND WAIVER OF LIENS, STOP NOTICES AND CLAIMS

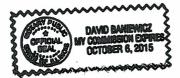
CHA Contract No.:	Contract Date:
Total Contract Amount \$	Contract Date:
Less Partial Payments (	)*
Final Payment \$	
("Contractor")	), having offices at, for and ir coller, lawful money of the United States, to it paid by the Chicago
remised, released, and forever disc assigns, remise, release and forever all, and all manner of actions and/or claims against bonds and any notice due and/or to grow due to the ext delivered and materials furnished an for the improvement of real property, successors or assigns hereafter car sendess, equipment and/or materials Contract, for the period commencing	collar, lawful money of the United States, to it paid by the Chicago ole considerations, the receipt whereof is hereby acknowledged, has charged, and by these presents does for itself, its successors and reliable, and their successors and assigns, of and from a claims whateoever, to include, but not limited, to liens, stop notices, as thereto, in law or in equity, arising out or on account of any monited tent of any and all services provided, labor performed, equipment addor services performed pursuant to the referenced Contract and/or which against the CHA, Contractor ever had, now has, or which it, its n, shall, or may have, for, upon, or by reason of any and all labor, is emitted to be performed or furnished in connection with the end of with the execution of the Contract, or beginning of provision of s, whichever is earlier, and ending on
Contractor hereby agrees that the alice	present final payment is the final amount due and to come due under computations made hereafter shall not inure to the benefit or loss of
liens, stop notices, claims against be account of any monies due and/or performed, equipment delivered and it tier subcontractors, consultants, mail	ner of actions and/or claims whatsoever, to include, but not limited to, onds and any notices thereto, in law or in equity, arising out or on to grow due to the extent of any and all services provided, labor materials furnished and/or services performed by Contractor's tower-terialmen, and supplies pursuant to the Project during the period a Contract, or beginning of provision of Contractor's materials and/or ding on
IN WITNESS WHEREOF, the said (these presents to be executed by its d	Contractor has caused its corporate seal to be affixed hereto and luly authorized officers this day of, 20
(Corporate Seel) Attest:	(Contractor)
Corporate Secretary	Signature of Officer of Contractor)
	(Typed Name and Title)

Q~

# SPECIAL CONDITIONS - IFB 13 - 01156 MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX CORPORATE REPRESENTATIVE

CONTONAL E REPRESENTATIVE
State of <u>TLLINOIS</u>
County of COO/C
On this 3RD day of JULY 2013 before me personally appeared to me known and a signatory of the foregoing instrument, who being by me first duly sworn did depose and say that said signatory resides in CHICAGO in the State of DLLINOLS, that said signatory is the PRESIDENT of NOVAK CONTRUCTION the corporation described in and which executed the foregoing instrument; that said signatory knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal, and that it was affixed thereto by order of the Board of Directors of said corporation, and said signatory signed its name thereto by like authority.
Notary Public

My Commission Expires:



# SPECIAL CONDITIONS - IFB 13 - 01156 MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX INDIVIDUAL OR SOLE PROPRIETORSHIP REPRESENTATIVE

State of	
County of	
On this day of	
	Notary Public
My Commission Expires:	

#### SPECIAL CONDITIONS - IFB 13 - 01156 MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX PARTNERSHIP REPRESENTATIVE

On	this		day	of				20		ofoo			m
							personal	lw known	and	eiole 2 sign	<b>inte</b>	of the	nally B for
inst	ument, known	and kno	NWN to IT	10 85	a mem	ber of t	he firm of				-		
OT				, and	has ac	un, and knowled	l who exe	cuted <b>the</b> I that said	iogeror Iennie I	ing insi	rumer acuted	il in th	e firm
on b	ehalf of	the firm							- evginer	ory em		I WING SE	ا کاران

## 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) Novalk Comstruction 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 bone fide employee working solely for me or 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 bone fide employee working solely for me or 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 NOVCIK CONST	ruction
On this 3rd day of 101 20	13 for:
Novak Constru	etion
Witness	Signature
······································	Jakin Navak Name/
DAVID BANIEWICZ OFFICIAL MY COMMISSION EXPIRES OCTOBER 6, 2015	President

## 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 voluntarity 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 bean 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 embezzierment, 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 NOVAK Const	ruction
On this 3rd day of JVIV 2013	Sfor:
Novak Construct	
Firm	
Want Baney Witness	Signature
DAMED BANKELANCE	John Novak Name
OFFICIAL MY COMMISSION EPIRES OCTOBER 6, 2015	President

Revised December 6, 2012

SC-40

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#### 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



#### MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX

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, handlcap, 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 handlcap. 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, states 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.



#### MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX

- (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



#### MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX

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) Non-segregated 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 cartification 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, handlcap, 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.



## **Department of Procurement and Contracts Contract Compliance Division**

# SCHEDULE A - M/W/DBE UTILIZATION PLAN (To Be Completed by PRIME CONTRACTORS)

RFP/IFB/CONTRACT/PL	JRCHASE ORDER NO: 13 - 011	56	DATE FORM COMPLETED:	07/02/13
PROJECT TITLE: Lincol	n Perry Apartment / Lincoln	Perry Annex		
PRIME CONTRACTOR N	IAME(S): Novak Construction	Company		
ADDRESS: 3423 N. D	rake Avenue		TELEPHONE: (_	773.278.1100
CONTACT NAME/TITLE	. Jim Hempleman			
-MAIL ADDRESS: jhe	mpleman@novakconstruction	on.com		
			Gender: Male	
EDERAL TAX IDENTIFIC	CATION OR SOCIAL SECURITY N			al Aller
CONTRACT AMOUNT:	s 19,984,147.00	M/W	/DBE TOTAL: \$ 8,223	3,788.00
	/W/DBE Total above represents	s the sum of all of the su	bcontracts listed on this S	ichedule A.
I. DIRECT	F PARTICIPATION			
MBE/WBI related to currently Central N the Chica Small Bu participat Letter of	tractor shall in determining the E/DBE companies as subcontroportion the performance of this concertified by one of the following flanagement Services (CMS), Wigo Minority Business Developments Administration (SBA 80) the must include one (1) curricular Certification is required. Application and the properties of the properties of the control of the	actors, suppliers of goontract. MBE/WBE/DBE wing agencies: City of Comen Business Development Council (CMBDC), Ital). Firms seeking March certification from Copplications for certifications	eds and services, or as jobs utilized for direct or ithicago, METRA, PACE, Coment Center (WBDC), Chilinois Department of Trail/W/DBE subcontracting CHA approved certifying at status will not be according to the	pint venture partners, directly ndirect participation must be cook County, State of Illinois - nicago Transit Authority (CTA), insportation (IDOT), and/or the credit via Direct or Indirect agencies. A copy of a current epted. For contractors whose
A. COM	PANY NAME: Jameson Sheet	Metal, Inc.		
	RESS. 23824 Industrial Drive, F	Plainfield, IL 60544		
	ACT PERSON: Sondra Joyce		TELEPHONE:( )	815-577-5277
	IL ADDRESS: sjoyce@jameson		· · · · · · · · · · · · · · · · · · ·	
ORIG	INAL M/W/DBE DOLLAR VALUE:	408,027.00	AMENDED M/W/DBE DOLL	AR VALUE:
WOR	NOTE: Amended Dallar Value K TO BE PERFORMED/MATERIALS		re made and approved by Co	ompliance during a contract.
	ipated Performance Timeframe (W		onsite performing the work	and for how long):

#### **Department of Procurement and Contracts Contract Compliance Division**

# SCHEDULE A - M/W/DBE UTILIZATION PLAN (To Be Completed by PRIME CONTRACTORS)

<b>)</b> .	COMPANY NAME: Evans Electric							
	ADDRESS: 4202 Warren Ave., Hinsdale, IL 60162							
	CONTACT PERSON: Miles Narducy TELEPHONE:( )708.544.4399							
	E-MAIL ADDRESS: mrnarducy@hotmail.com							
	ORIGINAL M/W/D8E DOLLAR VALUE: \$ 2,531,554.00 AMENDED M/W/D8E 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: Electrical							
	Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):							
-	COMPANY NAME: Window Treatments, Inc.							
	ADDRESS: 5722 N. Campbell, Chicago IL 60659							
	CONTACT PERSON: Lisa Johnson TELEPHONE:( ) 630.846.4000							
	E-MAIL ADDRESS: windowtl@aol.com							
	ORIGINAL M/W/DBE DOLLAR VALUE: 1,528,476.00 AMENDED M/W/DBE DOLLAR VALUE:							
	NOTE: Amended Dallar Value only used when changes are made and approved by Compliance during a contract.							
	WORK TO BE PERFORMED/MATERIALS SUPPLIED: Window Treatments							
	Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):							
D.	ADDRESS: 509 E. 75th Street, Chicago IL 60619							
	CONTACT PERSON: Zollie Carradine TELEPHONE:( ) (773) 651-1900							
	E-MAIL ADDRESS: ashlaur509@att.net							
	ORIGINAL M/W/DBE DOLLAR VALUE: \$ 3,196,000.00 AMENDED M/W/DBE 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: Carpentry & Drywall							
	Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):							
	COMPANY NAME: AmberLeaf Cabinetry							
	COMPANY NAME: AmberLeaf Cabinetry ADDRESS: 3520 South Morgan Street, Chicago IL 60609							
	ADDRESS: 3520 South Morgan Street, Chicago IL 60609							
	ADDRESS: 3520 South Morgan Street, Chicago IL 60609  CONTACT PERSON: Jim Wong TELEPHONE:( ) 773-247-8282							
	ADDRESS: 3520 South Morgan Street, Chicago IL 60609  CONTACT PERSON: Jim Wong  E-MAIL ADDRESS: jimywong@aol.com							
<b>:.</b>	ADDRESS: 3520 South Morgan Street, Chicago IL 60609  CONTACT PERSON: Jim Wong  E-MAIL ADDRESS: jimywong@aol.com							
	ADDRESS: 3520 South Morgan Street, Chicago IL 60609  CONTACT PERSON: Jim Wong TELEPHONE:( ) 773-247-8282  E-MAIL ADDRESS: Jimywong@aol.com  ORIGINAL M/W/DBE DOLLAR VALUE: \$ 559, 731.00 AMENDED M/W/DBE DOLLAR VALUE:							

Page 2 of 6

#### **Department of Procurement and Contracts Contract Compliance Division**

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

COMPANY NAME:						
ADDRESS:						
CONTACT PERSON:	TELEPHONE:( )					
E-MAIL ADDRESS:						
ORIGINAL M/W/DBE DOLLAR VALUE:	AMENDED M/W/DBE 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:						
	AMENDED M/W/DBE DOLLAR VALUE:					
	d when changes are made and approved by Compliance during a contract					
WORK TO BE DEDECTRATED AMATERIALS SLIDDLIFF	, s					
WORK TO BE PERFORMED/MATERIALS SUPPLIED:						
Anticipated Performance Timeframe (When will COMPANY NAME:	the contractor be onsite performing the work and for how long):					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:	the contractor be onsite performing the work and for how long):					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:	the contractor be onsite performing the work and for how long):  TELEPHONE:( )					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:	the contractor be onsite performing the work and for how long):  TELEPHONE:( )					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:  ORIGINAL M/W/DBE DOLLAR VALUE:	the contractor be onsite performing the work and for how long): TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:					
Anticipated Performance Timeframe (When will  COMPANY NAME:	the contractor be onsite performing the work and for how long):  TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:  and when changes are made and approved by Compliance during a contract					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:  ORIGINAL M/W/DBE DOLLAR VALUE:  NOTE: Amended Dollar Value only use  WORK TO BE PERFORMED/MATERIALS SUPPLIED	the contractor be onsite performing the work and for how long):  TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:  and when changes are made and approved by Compliance during a contract  C:					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:  ORIGINAL M/W/DBE DOLLAR VALUE:  NOTE: Amended Dollar Value only use  WORK TO BE PERFORMED/MATERIALS SUPPLIED  Anticipated Performance Timeframe (When will	the contractor be onsite performing the work and for how long):  TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:  and when changes are made and approved by Compliance during a contract  C:					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:  ORIGINAL M/W/DBE DOLLAR VALUE:  NOTE: Amended Dollar Value only use  WORK TO BE PERFORMED/MATERIALS SUPPLIED  Anticipated Performance Timeframe (When will	the contractor be onsite performing the work and for how long):  TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:  and when changes are made and approved by Compliance during a contract  the contractor be onsite performing the work and for how long):					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:  ORIGINAL M/W/DBE DOLLAR VALUE:  NOTE: Amended Dollar Value only use  WORK TO BE PERFORMED/MATERIALS SUPPLIED  Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:	the contractor be onsite performing the work and for how long):  TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:  and when changes are made and approved by Compliance during a contract  the contractor be onsite performing the work and for how long):					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:  ORIGINAL M/W/DBE DOLLAR VALUE:  NOTE: Amended Dollar Value only use  WORK TO BE PERFORMED/MATERIALS SUPPLIED  Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:	the contractor be onsite performing the work and for how long):  TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:  and when changes are made and approved by Compliance during a contract  the contractor be onsite performing the work and for how long):  TELEPHONE:( )					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:  ORIGINAL M/W/DBE DOLLAR VALUE:  NOTE: Amended Dollar Value only use  WORK TO BE PERFORMED/MATERIALS SUPPLIED  Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:	the contractor be onsite performing the work and for how long):  TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:  ed when changes are made and approved by Compliance during a contract  D:  the contractor be onsite performing the work and for how long):  TELEPHONE:( )					
Anticipated Performance Timeframe (When will  COMPANY NAME:	the contractor be onsite performing the work and for how long):  TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:  and when changes are made and approved by Compliance during a contract  the contractor be onsite performing the work and for how long):  TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:					
Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:  ORIGINAL M/W/DBE DOLLAR VALUE:  NOTE: Amended Dollar Value only use  WORK TO BE PERFORMED/MATERIALS SUPPLIED  Anticipated Performance Timeframe (When will  COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:  ORIGINAL M/W/DBE DOLLAR VALUE:  NOTE: Amended Dollar Value only use	the contractor be onsite performing the work and for how long):  TELEPHONE:( )  AMENDED M/W/DBE DOLLAR VALUE:  and when changes are made and approved by Compliance during a contract.  Telephone:( )  Telephone:( )  Telephone:( )					

#### **Department of Procurement and Contracts Contract Compliance Division**

## SCHEDULE A - M/W/DBE UTILIZATION PLAN (To Be Completed by PRIME CONTRACTORS)

#### II. INDIRECT PARTICIPATION

This section need not be completed if the M/W/D8E goel has been met through item I. DIRECT participation as outlined in the M/W/D8E Policy.

After exhausting reasonable good faith efforts and with prior CHA approval, the bidder/proposer may also meet all or part of the CHA's M/W/DBE commitment goals by contracting with MBE/WBE/DBEs for the provision of goods and services not directly related to the performance of the contract. Indirect participation can be demonstrated by providing copies of canceled checks (both front and back) paid to the certified subcontractors, and a Letter of Certification that was current at the time the checks were issued to the subcontractor (must be entered into B2Gnow and Contract Compliance Specialist will approve). Indirect participation must have occurred within a six month period of the dates of this contract and will not be considered as acceptable participation on multiple contracts or for use on more than one contract.

L	COMPANY NAME:							
	ADDRESS:							
	CONTACT PERSON: TELEPHONE:( )							
	E-MAIL ADDRESS:							
	ORIGINAL M/W/DBE DOLLAR VALUE: AMENDED M/W/DBE 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 M/W/DBE DOLLAR VALUE: AMENDED M/W/DBE 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 M/W/DBE DOLLAR VALUE: AMENDED M/W/DBE 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:							
	TOTAL TO THE STATE OF THE STATE							

#### **Department of Procurement and Contracts Contract Compliance Division**

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

	COMPANY NAME:					
	ADDRESS:					
	CONTACT PERSON: TELEPHONE:( )					
	E-MAIL ADDRESS:					
	ORIGINAL M/W/D8E DOLLAR VALUE: AMENDED M/W/D8E 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:					
,	COMPANY NAME:					
	COMPANY NAME:					
	COMPANY NAME:					
	COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:					
•	COMPANY NAME:  ADDRESS:  CONTACT PERSON:  E-MAIL ADDRESS:  ORIGINAL M/W/DBE DOLLAR VALUE:  AMENDED M/W/DBE DOLLAR VALUE:					

#### **Department of Procurement and Contracts Contract Compliance Division**

## SCHEDULE A - M/W/DBE UTILIZATION PLAN (To Be Completed by PRIME CONTRACTORS)

#### 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 forgoing 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)	
Novak Construction Company	
John Novak	07/01/13
Name Signature	Date
NAME OF NOTARY (Print or Type)	
Daisy I Rivera	
STATE OF COUNTY OF COOK C	ON THIS/ST_ DAY OF
July 20 13 BEFORE ME APPEARED (NAME)	Ohn Novak TO ME PERSONALLY
KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDA	AVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY
AUTHORIZED BY (NAME OF COMPANY) NOVAK CONSTRU	TO EXECUTE THIS AFFIDAVIT AND DID SO AS
HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC	(SEAL) COMMISSION EXPIRES:
02/08/15 Dars)	cial Seal y I Rivera ic State of Illinois in Expires 02/08/2015

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

#### SCHEDULE C

Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants (To Be Completed by Subcontractor)

M/W/DBE of SECTION 3 BUSINESS CONCERN NAME: Jameson Sheet Metal, Inc		
Certification Status (Check One): ☐MBE ✓WBE ☐DBE		
Section 3 Business Concern: Yes NO X 1/9/13		
FEIN: GENDER: Female		
CONTACT NAME/TITLE: Sondra Joyce President		
E-MAIL ADDRESS: Sjoyce@jamesonsm.com		
IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: 13-01156		
PROJECT TITLE: Lincoln Perry Upgrades DATE FORM COMPLETED: 07/01/2013		
PRIME CONTRACTOR: Novak Construction		
(NAME) (TELEPHONE NUMBER)		
NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan.		
1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes No		
firm? Yes No		
1150000 000 000 000 000 000 000 000 000		
firm? Yes No		
firm? Yes No  If yes, explain below (Include dollar amount & percentage that will be subcontracted to other firms):  Gas and HWH Piping - \$146,290.00 - 35.8%  2. List commodities/services to be provided for the above-referenced contract:		
firm? Yes No		
firm? Yes No  If yes, explain below (Include dollar amount & percentage that will be subcontracted to other firms):  Gas and HWH Piping - \$146,290.00 - 35.8%  2. List commodities/services to be provided for the above-referenced contract:		
firm? Yes No  If yes, explain below (Include dollar amount & percentage that will be subcontracted to other firms):  Gas and HWH Piping - \$146,290.00 - 35.8%  2. List commodities/services to be provided for the above-referenced contract:		

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

#### **SCHEDULE C**

Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants (To Be Completed by Subcontractor)

#### **AFFIDAVIT**

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

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

Jameson Sheet Metal, Inc
(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)
Loudre 7-1-2013
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT) (DATE)
(NAME OF NOTARY - PRINT OR TYPE)
STATE OF TOOK
ON THIS / DAY OF JULY 20/3
BEFORE ME APPEARED (NAME) SONDRA JOYCE
to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by
that he or she was properly authorized by to execute the affidavit and did so as his or her free act and deed.
NOTARY PUBLIC SALLING (SEAL)
COMMISSION EXPIRES: 10-14-2014  OFFICIAL SEAL  KATHRYN A JOYCE  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES:
MY COMMISSION EXPIRES:10/14/14

hereby grants

# Assistant Women's Business Enterprise Certification Jameson Sheet Metal, Inc.

WBFNC National WRE Certification was processed and validated by Women's Business Development Center — Chicago, a WBBNC Regional Partner Organization.

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

who has successfully met WBENCs standards as a Women's Business Enterprise (WBE).

Hey M Rohm - Affairs/ Mayor

Aufmoraeglby Hedy M. Retner, Co-President. S. Carol Dougal, Co-President Momen's Business Development Center - Chicago

Expiration Date: 12/15/2013 WBENC National Certificate Number: 2005117135

WOMENS BUSINESS OEVELOPMENT CENTER

NAICS Codes: 332322, 238220

UNSPSC.Codes: 72151204, 72151201

























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

#### **SCHEDULE C**

Letter of Intent M/W/DBE and/or Section 3 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor)

M/W/DBE of SECTION 3 BUSINESS CONCERN NAME: Evans Electric
Certification Status (Check One):
Section 3 Business Concern: Yes NO  FEIN: African-American GENDER: Male CONTACT NAME/TITLE: Miles Narducy
E-MAR ADDRESS: mrnarducy@hotmail.com
IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: IFB 13-01156
PROJECT TITLE: Lincoln Perry Apts & Annex DATE FORM COMPLETED: 07-02-13
PRIME CONTRACTOR: Novak Construction 773-278-1100
(NAME) (TELEPHONE NUMBER)
NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan.
NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan.  1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes No
1. Will the Subcontractor contract any of the work to be performed on this contract to another
1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes No
1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes No V  If yes, explain below (Include dollar amount & percentage that will be subcontracted to other firms):

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

#### SCHEDULE C

Letter of Intent M/W/DBE and/or Section 3 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor)

#### **AFFIDAVIT**

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

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

GIRLENG	
Michael Evans Presiden	
(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRIN	IT OR TYPE)
Ships from	7/2/13
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)	(DATE)
Nick Pecona	
(NAME OF NOTARY - PRINT OR TYPE)	
STATE OF TL, COUNTY OF Cook	•
ON THIS 2 DAY OF July	20_ <i>13</i>
BEFORE ME APPEARED (NAME) Main	land
to me necessally known who, being duly sworn, did execute t	he foregoing affidavit, and did state
that he or she was properly authorized by	sc-/- to execute the amazvit
and did so as his or her free act and deed.	
NOTARY PUBLIC:	(SEAL)
COMMISSION EXPIRES: 2.3.2015	"OFFICIAL SEAL"
	Nicholas Pecora
	Notary Public, State of Illinois
	My Commission Expires 2.3.2015

**B2Gnow** Page 1 of 2

Certification: View



#### **Certification List**

**Vendor Information** 

**Business Name** Evan's Electric, LLC

20061123 **VendoriD** Primary Owner's Name Michael Evans

Company Type LLC

African American **Ethnic Group** 

Male Gender

Certification Information

**Certifying Agency** City of Chicago

**Certification Type MBE - Minority Business Enterprise** 

1/25/2013 **Effective Date** 9/1/2013 Renewal/Anniversary Date **Expiration Date** 9/1/2016

Contact Information

Main Company Email mevans@evanselec.com

Main Phone 708-544-4399 Main Fax 708-544-4764

Internet Web Page http://evanselec.com

Addresses

**Physical Address** 4202 Warren Ave

Hillside, IL 60162

**Mailing Address** 4146 Warren Ave

Hiliside, IL 60162

**Business Capabilities** 

**Electrical Contractor Business certified for** 

**Full Description of** 

Capabilities/Products

**Commodity Codes NAICS 238210** Electrical contractors (More)

**Owner Ethnicity and Gender** 

**Ethnic Group** African American

Gender Male

**DBE Ethnic Group Black American** 

Location

County Cook (IL)

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

#### SCHEDULE C

Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants (To Be Completed by Subcontractor)

M/W/DBE gr SECTION 3 BUSINESS CONCERN NAME: WINDOW TREATMENTS, INC.
Certification Status (Check One): MBE
Section 3 Business Concern: Yes NO FEIN: WHT GENDER: F  CONTACT NAME/TITLE: LISA JOHNSON/PRESIDENT  E-MAIL ADDRESS: WINDOWTI@AOL.COM  IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: IFB 13-01156  PROJECT TITLE: Lincoln Perty Apts & Annex DATE FORM COMPLETED:
PRIME CONTRACTOR: (NAME) (TELEPHONE NUMBER)
NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan.
1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes No
If yes, explain below (Include dollar amount & percentage that will be subcontracted to other firms):
2. List commodities/services to be provided for the above-referenced contract: SUPPLY & INSTALL SURROUNDS AND SHOWER DOORS
3. Indicate the total dollar value: 5 TBD 1,528,476.00

TBD

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

#### SCHEDULE C

Letter of Intent M/W/DBE and/or Section 3 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor)

#### **AFFIDAVIT**

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

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

WINDOW TREATMENTS, INC.	
(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PI	RINT OR TYPE)
Limite	7/2/2013
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)	(DATE)
VALENCE ROSING	
(NAME OF NOTARY - PRINT OR TYPE)	
STATE OF TELLINOIS COUNTY OF	
ON THIS DAY OF JUNE	20
BEFORE ME APPEARED (NAME) \(\sigma \) \(\frac{3}{2} \sqrt{2} \sqrt{2} \sqrt{2} \) to me personally known who, being duly sworn, did execute that he or she was properly authorized by \(\frac{2}{2} \) and did so as his or her free act and deed.	e the foregoing affidavit, and did state to execute the affidavit
NOTARY PUBLIC:	(SEAL)
COMMISSION EXPIRES:	CFFICIAL SEAL VALERIE A !!UTIAL HOTAR! PUBLIC - STATE OF ILL WO'S MY CUMSUSSION EXPLIES OBTIVIS



### DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

Lisa Johnson
President
Window Treatments, Inc.
5722 N. Campbell Avenue, 2nd Floor
Chicago, IL 60659

Dear Ms. Johnson:

This letter is to inform you that the city of Chicago has extended your status as a Women Owned Business Enterprise (WBE) and a Minority Business Enterprise (MBE) until August 1, 2013. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely

George Coleman

Deputy Procurement Officer

GC/alon

Sant to windowti@aal.com



hereby grants

# Aginonal Women's Business Enterprise Certification

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein. who has successfully met WBENC's standards as a Women's Business Enterprise (WBE)

WBENC hattonal WBE Certification was processed and validated by Women's Business Development Center – Chicago, a WBENC Regional Pertner Organization.

Hay In Ratur Spain Alange

Expiration Date: 08/31/2013 WBENC National Certificate Number: 242857

Authorized by Heay M. Ratner, Co-President, S. Carol Dougal, Co-President Women's Business Development Center - Chicago **Business Development** 

NAICS Codes: 238350

UNSPSC Codes: 72152302

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

### **SCHEDULE C**

Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants (To Be Completed by Subcontractor)

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: Ashlaur Construction Company					
Certification Status (Check One):					
Section 3 Business Concern: Yes NO NO Male 1913 FEIN: African-American GENDER: Male 1913 CONTACT NAME/TITLE: Zollie Carradine					
E-MAIL ADDRESS: ashlaur509@att.net					
IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: 13-01156					
PROJECT TITLE: Lincoln Perry Apartments & Annex DATE FORM COMPLETED: 07/03/13					
PRIME CONTRACTOR: Novak Construction Company 773.278.1100					
(NAME) (TELEPHONE NUMBER)					
NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan.					
•					
•					
listed on the Schedule A - M/W/DBE Utilization Plan.  1. Will the Subcontractor contract any of the work to be performed on this contract to another					
1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes No					
1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes No V  If yes, explain below (include dollar amount & percentage that will be subcontracted to other firms):					

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

### **SCHEDULE C**

Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants (To Be Completed by Subcontractor)

### **AFFIDAVIT**

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

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

## ROOSEVEIT MCGEE (NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE) 7-3-2013 (SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT) (DATE) (NAME OF NOTARY - PRINT OR TYPE) STATE OF COUNTY OF ON THIS DAY OF CLUB 3 20/3 BEFORE ME APPEARED (NAME) DASE VELT MC GEE to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by SIM AND GON STRUCTURED execute the affidavit and did so as his or her fee act and deed. NOTARY PUBLIC: Proce 23, 204 REMAE C. REVINCLOS OFFICIAL SEAL Notary Public. Store of Illinois My Commission Expires June 23, 204

Page 1 of 2

**Certification: View** 



### **Certification List**

**Vendor Information** 

2

**Business Name** 

Ashlaur Construction Company, Inc., DBA Ashlaur Construction

VendorlD

20070083

Primary Owner's Name

Zollie Carradine Corporation

Company Type Ethnic Group

African American

Gender

Male

**Certification Information** 

2

Certifying Agency

City of Chicago

**Certification Type** 

**MBE - Minority Business Enterprise** 

Effective Date

7/17/2008

Renewal/Anniversary Date

10/1/2013

**Expiration Date** 

10/1/2013

**Contact Information** 

8

Main Company Email

ashlaur509@att.net

Main Phone

773-651-1900

Main Fax

773-651-1919

Internet Web Page

**Addresses** 

0

**Physical Address** 

509 East 75th Street Chicago, iL 60619-2203

**Mailing Address** 

509 East 75th Street Chicago, IL 60619-2203

**Business Capabilities** 

?

**Business** certified for

CARPENTRY MAINTENANCE AND REPAIR SERVICES CARPENTRY; PAINTING, MAINTENANCE AND REPAIR SERVICES PAINTING, MAINT. AND REPAIR

SERVICES

Full Description of Capabilities/Products

CARPENTRY MAINTENANCE AND REPAIR SERVICES CARPENTRY; PAINTING, MAINTENANCE AND REPAIR SERVICES PAINTING, MAINT. AND REPAIR

SERVICES

**Commodity Codes** 

NIGP 91006

Carpentry Maintenance and Repair Services

NIGP 91054

Painting, Maintenance and Repair Services

**Owner Ethnicity and Gender** 

**Ethnic Group** 

African American

Gender

Male

DBE Ethnic Group

**Black American** 

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

### SCHEDULE C

Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants (To Be Completed by Subcontractor)

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: AMBERLEAF CABINETRY INC.
Certification Status (Check One):  MBE  DBE
Section 3 Business Concern: Yes \( \sqrt{NO} \)  FEIN: ETHNICITY: Asian GENDER: Male  CONTACT NAME/TITLE: Jim Wong  E-MAIL ADDRESS: jimywong@aol.com
PROJECT TITLE: LINCOLN POWN DATE FORM COMPLETED: 07 02/13  PRIME CONTRACTOR: NOVOK (OTIC TUCTION 773.278 1100  (NAME) (TELEPHONE NUMBER)
MOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan.  1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes No
isted on the Schedule A - M/W/DBE Utilization Plan.  1. Will the Subcontractor contract any of the work to be performed on this contract to another
1. Will the Subcontractor contract any of the work to be performed on this contract to another firm?  Yes No
1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes No VIII subcontracted to other firms of the work to be performed on this contract to another firm? Yes No VIII subcontracted to other firms of the work to be performed on this contract to another firm? Yes No VIII subcontracted to other firms of the work to be performed on this contract to another firm? Yes No VIII subcontracted to other firms of the work to be performed on this contract to another firm? Yes No VIII subcontracted to other firms of the work to be performed on this contract to another firm? Yes No VIII subcontracted to other firms of the work to be performed on this contract to another firm? Yes No VIII subcontracted to other firms of the work to be performed on this contract to another firm? Yes No VIII subcontracted to other firms of the work to be performed on this contract to another firm?

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

### SCHEDULE C

Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants (To Be Completed by Subcontractor)

### **AFFIDAVIT**

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

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

affidavit.	
AMBERLEAF CABINETRY, INC	
(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PR	INT OR TYPE)
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)	6/18/2013
Helen K. Chens	(DATE)
(NAME OF NOTARY - PRINT OR TYPE)	
STATE OF WILDERS COUNTY OF COOK.	
ONTHIS 18th DAY OF JUAR	20_/
HEFORE ME APPEARED (NAME) JIM WONG	7
to me personally known who, being duly sworn, did execute	
that he or she was properly authorized byand did so as his or her free act and deed.	to execute the affidavit
NOTARY PUBLIC:	(SEAL)
COMMISSION EXPIRES: 06/21/16	OFFICIAL SEAL HELEN K CHENG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 08/21/16



## CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

### THIS CERTIFIES THAT

### AMBERLEAF CABINETRY, INC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

\*\*NAICS Codes: 423310

\*\*Description of their product/services as defined by the North American Industry Classification System (NAICS)

Product/Service Description: DISTRIBUTOR OF KITCHEN AND BATH CABINETRY

8/31/2012

Issued Date

8/31/2013

Expiration Date

Certificate Numbe

CH3076

President, Chicago MSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: http://www.nmsdc.org



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

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

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

PRIME CONTRACTOR'S NAME: Novak Construction Company  REPP/IFB/REQ/CONTRACT or PO NUMBER: 13 - 01156  PROJECT TITLE: Lincoln Perry Apartment / Lincoln Perry Annex						
E-MAIL ADDRESS: jhempleman@novakconstruction.com						

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq and CHA Resolutions implementing Section 3 requirements. The Contractor hereby submits this document to identify employment, subcontracting, and other opportunities for Chicago Housing Authority residents and low and very-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 a Section 3 Change Form.

### THE CONTRACTOR AGREES TO MEET ITS SECTION 3 REQUIREMENTS THROUGH THE FOLLOWING:

### **Hiring**

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order #\_\_\_\_\_\_.

The Contractor has committed to employ \_\_\_\_\_\_\_resident(s) in order to comply with its Section 3 requirements.

NOTE: A prime contractor may satisfy the CHA Resident Hiring Requirements through the hiring of residents through his/her subcontractors.

A Job Order Form must be submitted with this Schedule B when hiring is one of the Contractor's methods in satisfying Section 3 requirements.

The Contractor must complete the following table as instructed below:

- (1) indicate each job title for all phases of this contract
- (2) the number of positions which will be needed in each category
- (3) how many of those positions are currently filled
- (4) the number currently filled by low and very low-income CHA residents
- (5) the number currently filled by low and very low-income Chicago area residents
- (6) how many positions need to be filled for each job title
- (7) the number of Low Income CHA Residents (LICHAR) or Low-Income Chicago Area Residents (LICAR) to be hired at each job title

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

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

Hiring Commitments						
(1)	(2) Total employees	CURRENTLY FILLED (total employees currently working)			(6)	(7) LICHAR or LICAR
JOB TITLE	needed to complete the work	(3) Total of all employees at this Job Title	(4) UCHARs working as this Job Title	(5) UCARs working as this Job Title	Total New Hites Needed	(Indicate how many Section 3 employees you will hire for this Job Title)
1. Superintendent	1	0	0	0	0	0
2. Laborer	8:	6	0	2	2	2
3. Operator	1	1	0	0	0	0
4. Carpenter	4	4	0	2	2	2
5. Bricklayer	3	3	0	0	0	0
6. Roofer	1	1	0	0	0	0
7. Electrician	6	5	0	1	1	1
8. Plumber	4	3	0	0	1 🥳	1
9. Sprinkler Fitter	2	2	0	0	0	0
10. Sheet Metal	2	2	0	0	0	0
11. Pipefitter	2	2	0	0	0	0
12. Painter	2	2	0	0	0	0
13. Framer	1	1	0	0	0	0
14. Taper	2	2	0	0	0	0
15.						

In the event a Section 3 resident is employed for less than the duration of the job commitment, as outlined in the Section 3 Job Order Form, vendors must contribute to the Other Economic Opportunities Fund in the lesser of the following amounts:

- a) the amount of money which the Section 3 resident would have received if employed for the duration of the contract, or
- b) 5% of the actual contract amount if a construction contract; 1.5% for other contracts.

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

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

### **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.

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

- (1) 51 percent or more owned by section 3 residents; or
- Ш

(2)	section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
	That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of a 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."
	rime Contractor will subcontract with a total of Section 3 Business Concerns totaling9 c Contract Value.
	section below, outline the Section 3 Business Concerns that will hold subcontracts with your firm under ontract (Note: Each subcontractor listed below must submit a corresponding Schedule C)
Α.	COMPANY NAME: AmberLeaf Cabinetry
	ADDRESS: 3520 South Morgan Street, Chicago IL 60609
	ADDRESS: 3520 South Morgan Street, Chicago IL 60609  CONTACT PERSON: Jim Wong TELEPHONE: 773-247-8282
	E-MAIL ADDRESS: jimywong@aol.com
	ORIGINAL CONTRACT DOLLAR VALUE: \$ 559, 731.00
	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: Cabinetry
	Type of Participation: Direct Indirect
	Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for

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

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

3.	COMPANY NAME: Ashlaur Construction Company
•	ADDRESS: 509 E. 75th Street, Chicago IL 60619
	CONTACT PERSON: Zollie Carradine TELEPHONE:
	E-MAIL ADDRESS: ashlaur509@att.net
	ORIGINAL CONTRACT DOLLAR VALUE: \$ 3,196,000.00
	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: Carpentry & Drywall
	Type of Participation: Direct Indirect
	Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for
	how long):
	·
C.	·
C.	how long):
c.	how long):  COMPANY NAME:  ADDRESS:
C.	COMPANY NAME:
C.	how long):  COMPANY NAME:  ADDRESS:  CONTACT PERSON: TELEPHONE:
c.	how long):  COMPANY NAME:  ADDRESS:  CONTACT PERSON: TELEPHONE:  E-MAIL ADDRESS:
C.	how long):  COMPANY NAME:  ADDRESS:  CONTACT PERSON: TELEPHONE:  E-MAIL ADDRESS:  ORIGINAL CONTRACT DOLLAR VALUE:
C.	how long):  COMPANY NAME:  ADDRESS:  CONTACT PERSON: TELEPHONE:  E-MAIL ADDRESS:  ORIGINAL CONTRACT DOLLAR VALUE:  AMENDED CONTRACT DOLLAR VALUE:
C.	COMPANY NAME:  ADDRESS:  CONTACT PERSON:  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.
C.	COMPANY NAME:  ADDRESS:  CONTACT PERSON:  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:

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

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

D.	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:
	Type of Participation: Direct Indirect
	Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for
	how long):
Ε.	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:
	Type of Participation: Direct Indirect
	Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for
	how long):

### OTHER ECONOMIC OPPORTUNITIES

Per 24 CFR 135.40, other economic opportunities offer an effective means of empowering low-income persons, and Contractors are encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.

### Department of Procurement & Contracts Contract Compliance Division

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

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.

While we are not seeking a waiver, Novak Construction affirms its commitment to the utilization and contracting with Section 3 Business concerns, as well as the creation of other economic opportunities for Section 3 residents and aspiring Section 3 Business concerns. Novak recognizes the need in partnering with the Chicago Housing Authority and providing support to the development of Section 3 residents and Business concerns and is excited to provide a mentor protege program and will provide internship opportunities that will assist in developing residents and businesses who participate.

Novak would like to develop a mentor protege program aimed at developing less sizeable general contractors and Section 3 businesses that will enable them to garner business acumen and the hands-on experience needed to grow and become more competitive in the market place. We will look to the CHA to assist in identifying viable candidates for this program.

Novak will look to the CHA for providing candidates for an internship position. The intern's time will be spent in Novak Construction's office and in the site trailers. The experience gained will allow the intern to become more knowledgable of construction practices and gain experience that will make him or her more marketable and successful in running his or her own business. If the Chicago Housing Authority is unable to find a suitable intern candidate, Novak is willing to hire an on site administrator from a list of qualified applicants.

If hiring, subcontracting, and other economic opportunities are proven to be infeasible, CHA suggests the minimum threshold requirements for contribution to a fund that provides other economic opportunities to our residents, including scholarships, job training, transportation, and other services provided through the Resident Services Department:

- a) For trade, construction and rehabilitation work the "value" of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications;
- b) For other types of contracts, including service contracts, the "value" of the other economic opportunity must equal or exceed 1.5% of the total contract amount plus any modifications. The Contractor agrees to provide other economic opportunities to train and employ Section 3 residents or contribute to a fund which provides Other Economic Opportunities in accordance with provisions of the Section 3 Policy.

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

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

By signing below, the Contractor hereby agrees to comply with the selected 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 PRIOR to AWARD of a contract from the Chicago Housing Authority.

Novak Construction Company	
NAME OF PRIME CONTRACTOR (Print or Type)	
John Novak	
NAME OF AUTHORIZED OFFICER	
Daisy I Rivera	Date
NAME OF NOTARY (Print or Type)	
STATE OF COUNTY OF COOK	ON THIS 157 DAY OF
July 20 13 BEFORE ME APPEARED (NAM	ME)NONE ASSIDANT AND DID
TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID ISTATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE P	DIME CONTRACTOR TO FXECUTE THIS AFFIDAVIT
AND DID SO AS HIS OR HER FREE ACT AND DEED.	MINE CONTINUED IN TO EXCEPT THE STATE OF THE
	\$*************************************
NOTARY PUBLIC: Dasy & Lucio (SEAL): COMMISSION EXPIRES:	Val6) i Prict a  Not y Public Study of Ithnote
INTERNAL CHA APPROVAL:	rete 7913
COMPLIANCE MANAGER'	'S SIGNATURE DATE
Official Seal	
Doisy i Rivera	
Notary Public State of Illinois My Commission Expires 92/08/2015	
My Continuation Expression	

By J Maul at 1:35 pm, Jul 16, 2014



### CERTIFICATE OF LIABILITY INSURANCE

5/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

001/504050	0=0=1=10.4== 111140=0	55,40,61,111		
		INSURER F:		
3423 N. Drake Avenue Chicago, IL 60618		INSURER E :		
		INSURER D :Accident Fund Insurance Co of Ameri		10166
Novak Construction Company		INSURER C: Continental Casualty Co		
INSURED		ınsurer в :National Fire Insurance Co. of Har	<u>t</u>	
		INSURER A :Indian Harbor Ins Co		
One Century Centre 1750 E. Golf Road Schaumburg, IL 60173		INSURER(S) AFFORDING COVERAGE		NAIC #
		E-MAIL ADDRESS:sstephens@assuranceagency.com		
Assurance Agency, Ltd.		PHONE (A/C, No, Ext): (847) 463-7232	FAX (A/C, No):847-44	0-9123
PRODUCER		CONTACT NAME: Suzi Stephens		
certificate floider in fled of Such	endorsement(s).			

**CERTIFICATE NUMBER:** 889696768 **COVERAGES REVISION NUMBER:** 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL:	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
В	GENERAL LIABILITY		6012745960	6/1/2014	6/1/2015	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$15,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X PRO- JECT LOC						\$
С	AUTOMOBILE LIABILITY		6012745988	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
)	X UMBRELLA LIAB X OCCUR		6012745974	6/1/2014	6/1/2015	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	DED X RETENTION \$10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCS7500001	6/1/2014	6/1/2015	X WC STATU- OTH- TORY LIMITS ER	
	AND EMPLOYERS' LIABILITY  Y/N  ANY PROPRIETOR/PARTNER/EXECUTIVE  OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	,				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
Д	Professional/Pollution Liability		CPL742033301	6/1/2014	6/1/2015		\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Lincoln Perry Apts. – 3245 S. Prairie Street; Lincoln Perry Annex – 243 E. 32nd Street, Chicago, IL 60616
It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project:

-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.

-Holabird & Root

OFFICIONE HOLDER

CERTIFICATE HOLDER	CANCELLATION
Chicago Housing Authority (CHA) 60 E. VanBuren Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Chicago IL 60605	AUTHORIZED REPRESENTATIVE
	Daniel S. Klaras

CANCELLATION