



INVITATION FOR BID ("IFB")

TO BE EXECUTED IN DUPLICATE

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

IFB EVENT NO. 108

DANIEL BURNHAM APARTMENTS - EXTERIOR WALL REPAIR

1930 West Loyola, Chicago, IL

Michael R. Merchant

CEO

Chicago Housing Authority

Department of Procurement and Contracts

60 East Van Buren Street, 13th Floor

Chicago, Illinois 60605

www.thecha.org

RELEASE DATE: Friday, April 10, 2015

BID OPEN DATE AND TIME: Friday, May 1, 2015 at 11:00AM (local time)

General Contractor: B.E.T.O.N. CONSTRUCTION

Contact Name: VIOLETTA GUTOWSKA

Address: 1415 W. 37TH ST. # 305

City/State/Zip: CHICAGO, IL 60609

Phone Number: 773-823-1145

Fax Number: 773-823-1836

LUMP SUM BASE BID TOTAL \$ 3,353,125 .00

Lump Sum Base Bid in whole dollars only

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

Violetta Gutowska
(Signature)

B.E.T.O.N. CONSTRUCTION
(Contractor's Name)

VIOLETTA GUTOWSKA
(Print Name)

PRESIDENT
(Title)

05/01/15
(Date)

KEY INFORMATION

1. **BIDDER CONTACT WITH THE CHA:** The Procurement Specialist identified below is the *sole point of contact* regarding this solicitation. From the date of issuance until selection of the successful bidder. Sealed bids shall be delivered or mailed to the CHA's address listed below. The sealed envelope/package shall be marked with (1) the Bidder's Name and Address; (2) the Specification title and number; and (3) the bid opening date and time. All bids submitted and accepted become the property of the CHA.

Pamela Seanior, Senior Procurement Specialist, CPPB
Chicago Housing Authority
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60609
Fax (312) 913-7577
Email: pseanior@thecha.org

2. Questions must be submitted in writing to the Procurement Specialist as shown below by no later than 10:00AM (local time) on **Friday, April 17, 2015**. Questions received with regards to this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
3. **ELECTRONIC FILES FOR DRAWINGS AND TECHNICAL SPECIFICATIONS:** Please be advised that the Chicago Housing Authority is NOT distributing printed plans or specifications with this solicitation. The Bid Solicitation, Technical Specifications and Drawings are available on the CHA's website at <https://supplier.thecha.org>.
4. **PRE-BID MEETING** Date, Time, and Location: **Wednesday, April 15, 2015 at 10:30AM**, at project site located 1930 W. Loyola. CHA strongly encourages all interested firms to attend the pre-bid conference where among other topics an overview of Section 3 will be discussed.
5. **SITE VISIT** to immediately follow the above scheduled Pre-Bid Meeting.
6. **BID OPENING** Date and Time: **Friday, May 1, 2015 at 11:00AM**
7. **ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Bidders', and posted on the CHA's website at: www.thecha.org. It is the responsibility of the Bidder to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders' by distributing addendum/addenda to this solicitation before the date set for receipt of bids. The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

Number ADDENDA # 1
Dated 04/22/2015

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

I. SCOPE OF WORK

- A. **General Description of Scope of Work:** The CHA invites interested firms to provide Exterior Wall Repair at the Daniel Burnham Apartments. As further described in the detailed specifications and drawings, the project consists of:

Building Exterior:

- a. Selective demolition to reconstruct exterior masonry wall assembly including brick veneer, flashing assembly, air barrier, exterior sheathing, insulation and sealant at all facades of building. Studs and interior wall board to remain;
- b. Provide full unit mock up and water test selected units;
- c. Temporarily remove, protect and re-install exterior lights, conduit, standpipes, cameras, cable boxes, and all other utility/telecommunication boxes;
- d. Remove existing sealant and apply new sealant at horizontal and vertical joints on all facades of building; and
- e. Replace existing control joint and expansion joints.

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

II. INSTRUCTIONS FOR BIDDERS

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

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

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

- B. **GENERAL CONTRACTOR LICENSE:** In addition to all other applicable licenses and certifications, the general contractor is required to submit with its bid a copy of bidder's current valid (Class B or above) General Contractor License issued by the Department of Buildings of the City of Chicago. The absence of the required license shall cause a bid to be deemed non-responsive and therefore ineligible for award. Any Contractor that does not have a currently valid license from the City of Chicago shall also be deemed non-responsive. Applications are NOT accepted.
- D. **BID SECURITY:** Each individual bid must be accompanied by a **Bid Bond** in the amount of **5%** of the total amount of the submitted bid or a certified check in the same amount, payable to the "Chicago Housing Authority". If the bid and bid security have not been received by the CHA prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful Bidders will be returned as soon as practicable after the opening of bids.

- E. **BIDDER PROFILE INFORMATION:** Each Individual bid must be accompanied by a summary of the Contractor's qualifications to complete the work described in the Bid Package, which summary shall include, at a minimum, the following documents:
- i. the resumes of the Contractor's Project Team (including the superintendent, project manager, and project accountant, or equivalent); and
 - ii. a list of all the Contractor's subcontractors; and
 - iii. a list of the Project Team of the Contractor's subcontractors;
 - iv. a detailed description of not less than three (3) jobs completed by the Contractor in the last five (5) calendar years of a substantially similar size and scope and requiring substantially similar work and level of responsibility, together with the contact information of the owner's representative for each of these jobs (including name, company name, address, telephone number, fax number, and e-mail address); and
 - v. the same information described in Paragraph (E) (iv) above for at least one (1) job performed by each primary subcontractor in the last five (5) calendar years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. FINAL COMPLETION FOR ALL WORK:** Is due upon the date set forth in the Notice to Proceed. **One hundred and Twenty (120) calendar days** from the date set forth in the Notice to Proceed. The Contractor acknowledges and agrees that the final completion requirements set forth herein are minimum completion requirements that must be satisfied under the contract with the CHA.
- B. CRITICAL PATH METHOD SUMMARY PROJECT SCHEDULE:** In evaluating this IFB, the CHA will determine the responsibility of each bidder and whether a particular bidder can complete the Work in the shortest time frame, which time frame shall not exceed the Final Completion Date for the Work as set forth in this IFB and in the Contract Documents. The Critical Path Method ("CPM") Summary Project Schedule to be submitted as part of the bid, and the Work Schedule, as defined in Paragraph 6 of the CHA's "Special Conditions of the Contract for Construction", is to reflect the following.

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

- Be submitted in a hard copy format;
- Be prepared using only Oracle Primavera P6 Professional Project Management version 6.2 or greater;
- Be prepared using the Critical Path Scheduling Method (CPM);
- Depict at least one critical path starting with the Notice To Proceed and ending with the Final Completion Date;
- Include critical tasks to be performed by the Owner, Prime Design Consultant, or others, for the completion of all Work; and
- Have each construction activity be resource loaded with the person-hours estimated necessary to complete the activity.

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

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

- The date set forth in the Notice to Proceed will be on or around July 10, 2015; however, the CHA shall not be bound to issuing a Notice to Proceed by or for that date;
- The Final Completion Date for ALL WORK is as shown above.
- The building(s) will be available to the Contractor on the date(s) set forth in the Notice to Proceed.

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

Failure to submit this CPM Summary Project Schedule in the requested software format, and prepared using only Primavera Project Planner® (P3 version 3.1), Primavera Project Management Contractor (P6) or Primavera SureTrak® software in hard copy, shall result in the entire Bid Package being deemed non-responsive.

II. BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

A. PREPARATION OF BIDS – Construction:

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

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

C. TAX: This bid shall **not** include charges for the Illinois Retailers’ Occupational Tax (so called “Sales Tax”) on direct sales to the CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes. The CHA will provide all contract awardees with a tax Exemption Certificate.

D. FALSE STATEMENTS IN BIDS: Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

E. REQUESTS FOR INFORMATION: Bidders shall only communicate with the CHA’s Department of Procurement and Contracts regarding this IFB and the bid to be submitted in response to this IFB. These questions will be answered individually or, if applicable, to all potential Bidders, in the form of an addendum to the IFB, if the CHA determines that a revision to the IFB is warranted. All technical questions and Requests for Information (RFIs) regarding this Contract must be submitted in writing by **fax** or **email**. Telephonic, oral, or any other means of communication of relaying questions shall not be answered. If an answer is inadvertently or otherwise provided to a question other than as specified in this section, it is expressly understood that the answer is not binding in any way on the Authority.

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

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

III. BID OPENING AND REVIEW OF BIDS

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

B. PRE-AWARD MEETING: The CHA reserves the right to conduct a Pre-Award Meeting with the Bidder(s) prior to making an award to determine if the Bidder(s) is(are) a responsible party(ies) as described and required by applicable law. This Pre-Award Meeting may include, but not limited to:

- i. a review of the Bidder’s capacity to perform the terms and conditions of the contract;

- ii. a review of the Bidder's understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work in its Division Costs;
- iii. a discussion (and demonstration, if requested) of the Bidder's expertise in reading and interpreting the drawings and technical specifications included with this solicitation;
- iv. further breakdown of the Division Costs;
- v. past performance on other CHA and State/local government agencies contracts;
- vi. current employee depth and capabilities;
- vii. financial records and resources/capabilities;
- viii. a visit to examine the Bidder's facilities and on-hand equipment; and
- ix. any other area or aspect of the Bidders integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

IV. AWARD: Contract Award – Sealed Bidding – Construction

- A. The CHA will evaluate bids in response to this solicitation without discussions, and will award a contract to the responsible Bidder whose bid, responsive and conforming to the solicitation, will be most advantageous to the CHA, considering the Lump Sum Base Bid Total and the price-related factors specified elsewhere in the solicitation.
- B. The CHA may waive informalities or minor irregularities in bids received.
- C. The CHA may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- D. The CHA may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the CHA even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- E. The CHA reserves the right to reject any and all bids, or to reissue or withdraw this Invitation for Bid in the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of the CHA. In such instances, the CHA reserves the right to seek procurement by means of non-competitive negotiation.
- F. No Awards may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from the Authority or the United States, as furnished by HUD.
- G. The Bidder to whom the award is made will be notified as soon as practicable after the Authority approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- H. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Chicago Housing Authority with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
- I. Upon award of Contract, the Authority will process the Contract for final execution

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

VI. TYPE OF CONTRACT(S) AND CONTRACT REQUIREMENTS

- A. **TYPE OF CONTRACT(S):** In selecting the lowest responsive and responsible bidder(s), the CHA will examine which bidder(s) offers the lowest responsive and responsible Lump Sum Base Bid Total among other criteria. The CHA anticipates awarding a **single Firm Fixed Price contract** under this solicitation based on the **Lump Sum Base Bid Total**.
- B. **TIME FOR PERFORMANCE:** Please refer to **I. CRITICAL PATH METHOD SUMMARY PROJECT SCHEDULE**. A Notice to Proceed will be issued by the CHA subsequent to contract execution. The work to be performed under this Contract

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

- C. **PRE-CONSTRUCTION CONFERENCE:** The CHA will notify the Awardee(s) when and where the Pre-Construction Conference(s) will take place. The Awardee(s) must attend this conference before entering the worksite or having materials delivered to the worksite.
- D. **PERFORMANCE AND PAYMENT BOND:** Upon award of the contract by the CHA, the Contractor shall provide and pay for an acceptable Performance Bond in the amount of 100% of the Lump Sum Base Total or separate acceptable Performance and Payment Bonds each in the amount of 50% or more of the Lump Sum Base Total. **IMPORTANT:** The surety must be a guaranty or Surety Company which appears in the U. S. Treasury Circular No. 570 published annually in the Federal Register, and must, at a minimum, have an "A" rating in according to the A.M. Best Rating Guide. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. The CHA shall not be responsible for the cost of the Performance and Payment Bond.
- E. **CERTIFICATE OF INSURANCE REQUIREMENTS:** Before commencing work, the Contractor and each Subcontractor shall furnish the Chicago Housing Authority with certificates of insurance showing the required insurance is in force and will insure all operations under the Contract. See Paragraph 36 of the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370) and the CHA's "Special Conditions of the Contract for Construction" for details on the required types and levels of insurance coverage.

In addition to any other provisions of this Contract or at law, the Contractor may immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Work, or be terminated for cause from this Contract for any lapse in coverage or material change in coverage pursuant to the requirements of Paragraph 36 of the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370) and the CHA's "Special Conditions of the Contract for Construction", for failure to furnish the CHA with a timely certificate or renewal of certificate, or for making an incorrect or a false representation with regard to provision of the insurance specified in Paragraph 36 of the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370) and the CHA's "Special Conditions of the Contract for Construction".

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

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

G. SECTION 3 – COMPLIANCE REQUIREMENTS:

- 1. Contractors and their subcontractors may demonstrate compliance by committing to employ Section 3 residents and by subcontracting with Section 3 Business Concerns in accordance with the requirements of 24 CFR Part 135.

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

- a) 51 percent or more owned by section 3 residents; or
- b) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the Business Concern were section 3 residents; or

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

Documenting and Reporting

- 1. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor's Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor's Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Policy (see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation) as may be required. Contractor's Section 3 Utilization Plan as attached to this RFS is incorporated into the contract by this reference herein.
- 2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.
- 3. A Prime Contractor must utilize CHA's hiring system in order to fill any open Section 3 positions. The hiring system will automatically filter applicants to the Prime Contractor in order of preference, per HUD and this policy. The Prime Contractor, and any Subcontractors with a Section 3 hiring commitment, must complete their job posting through CHA's online hiring system. All new hires will be tracked through CHA's online hiring system and all new hires must be secured using this online system, which is used to assist the CHA to connect qualified applicants with Prime Contractors and Subcontractors.

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

C. SECTION 3 REQUIREMENTS (Clarification)

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

currently Section 3 residents, or within 3 years of the date of first employment with the Business Concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to Business Concerns that meet the qualifications set forth in (1) and (2).

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

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

D. COMPLIANCE REPORTING SYSTEMS

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

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

KEY FEATURES:

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

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

1. Vendor Technical Assistance and Support

- Technical and/or training questions, please send an email to cha@diversitycompliance.com

2. Online, downloadable training aids

- On Line manual
- Webinars
- CHA's website provides multiple guides and manuals

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

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

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

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

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

- K. **CONTRACT DOCUMENTS:** The Contract Documents, which form the Contract between parties (the "Contract"), include all written modifications, amendments and change orders to this Contract, all Invitation for Bid Form pages when accepted by the CHA, "Amendment(s) to Special Conditions", if any, the "Special Conditions of the Contract for Construction", "Amendment(s) to General Conditions", if any, the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370)", the "Work Schedule" as defined in Paragraph 6 of the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370) and as amended from time to time pursuant to Paragraph 6, the "Instructions to Bidders for Contracts" (Form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion, the "Technical Specifications", and drawings, if any, Contractor's Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract with the CHA, MBE/WBE/DBE and Section 3 Utilization Plans and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the Bidder are a part of the contract unless expressly stated therein.

VII. CONTRACTOR'S AGREEMENT AND CHANGE ORDERS SUBMITTAL

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

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

- B. CHANGE ORDERS:** If the estimated quantity or Scope of Work required by the Contract Documents is increased or decreased during the course of the Project described in this IFB and in the Contract Documents, the CHA's Contracting Officer may issue Change Orders to increase or decrease the level of effort within the Scope of Work pursuant to the "Changes" provision of the HUD General Contract Conditions for Small Construction/Development Contracts (Form HUD-5370-EZ, Clause 8). The Contractor must first submit a cost proposal for approval by the Capital Construction Department Change Order Committee. The Contractor must first submit a cost proposal for approval by the Capital Construction Department Change Order Committee. The proposal must be submitted on a CHA cost proposal form, along with any other supporting documents requested by the Committee and/or the Project Manager. After award of the contract but prior to the start of the Work, the Contractor will be provided with an Excel version of this CHA cost proposal form for the Contractor's use in preparing any potential change order cost proposals.

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

Division Code	DIVISION COSTS – DESCRIPTION IMPORTANT: Division Costs must include all punch list and close-out costs. Refer to the Table of Contents in the Technical Specifications for sub items pertaining to Division categories.	TOTAL COST in whole dollars only
DIV 01	DIVISION 01 – General Requirements The MAXIMUM amount allowed is 5% of the total value of Division 02 through Division 32 only	\$ 125,000 .00
DIV 02	DIVISION 02 – EXISTING CONDITIONS	\$ 597,700 .00
DIV 04	DIVISION 04 – MASONRY	\$ 994,800 .00
DIV 05	DIVISION 05 – METALS	\$ 158,000 .00
DIV 06	DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES	\$ 97,000 .00
DIV 07	DIVISION 07 – THERMAL AND MOISTURE PROTECTION	\$ 878,000 .00
DIV 08	DIVISION 08 – OPENINGS	\$ 47,000 .00
	PERMIT FEES and PERMIT EXPEDITING COSTS If the amount noted in the box is insufficient to cover actual permit fees and /or permit expediting costs, the Contractor will be reimbursed for any additional expenditure through a contract modification. Non-expended funds will be credited to the CHA in the form of a deductive contract modification after substantial completion.	\$ 20,000.00
OFFICE OVERHEAD Costs such as office staff salaries and benefits, office rent and operating expenses, professional fees and other operating costs which are not directly applicable to this specific job.		\$ 204,225 .00
PROFIT		\$ 231,400 .00
LUMP SUM BASE BID TOTAL ***Enter amount on Page 1***		\$ 3,353,125 .00

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

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

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

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

AMP # = Asset Management Property number

CHA Bldg Code	AMP #	Address(es)	Amount (Costs of landscaping, site work, fees, etc. should be pro-rated across the buildings)	
SHO29B	1750	1930 West Loyola	Construction	\$ 3,251,125 .00
			Environmental	\$ 102,000 .00
			TOTAL (amount should match the LUMP SUM BASE BID TOTAL on Page 1)	
				\$ 3,353,125 .00

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

SCHEDULE OF CHANGE ORDER PRICES

Item No.	Description	Unit of Measurement		Price
01.	Provide cost for material and labor to remove and replace sealant.	LF	\$	20
02.	Provide cost for mold remediation in addition to demolition	SF	\$	5
03.	Provide cost for removal of Gyp Board	SF	\$	3
04.	Provide cost for material and labor to remove and replace metal stud runner	LF	\$	25

- XI. TECHNICAL SPECIFICATIONS TABLE OF CONTENTS:** This Technical Specifications Table of Contents is provided so that the Contractor is able to verify that all sections are included in its copy of the Technical Specifications. The Technical Specifications for this Work consists of one (1) volume. The Contractor's signature serves as confirmation of its copy of the Technical Specifications is complete. The Contractor is responsible for notifying the CHA if any sections of the Technical Specifications are missing from its bid package. **PLEASE NOTE: When appropriate, the Technical Specifications may be reproduced on the Drawings, or even omitted from the solicitation entirely, in which case it will be noted below that this section is "NOT APPLICABLE".**

Introductory Information		
00 0000	Project Title Page	00 0000-1
00 0001	Table of Contents	00 0001-1 thru 3
Division 1 – General Requirements		
01 1100	Summary	01 1100-1 thru 3
01 2000	Payment Procedures	01 2000-1 thru 4
01 2200	Unit Prices	01 2200-1
01 2514	Substitution Procedures During Bidding Phase	01 2514-1 thru 3
01 2515	Substitution Procedures During Construction Phase	01 2515-1 thru 4
01 2516	Request for Substitution (RFS)	01 2516-1 thru 2
01 2600	Contract Modification Procedures	01 2600-1 thru 3
01 3100	Project Management and Coordination	01 3100-1 thru 8
01 3200	Construction Progress Documentation	01 3200-1 thru 7
01 3300a	Submittal Procedures	01 3300a-1 thru 10
01 3300b	Electronic Data Transfer Request	01 3300b-1 thru 2
01 3340	Request for Information and Compliance Procedures	01 3340-1 thru 2
01 4000	Quality Requirements	01 4000-1 thru 8
01 4200	References	01 4200-1 thru 13
01 5000	Temporary Facilities and Controls	01 5000-1 thru 9
01 5010	Temporary Dust Controls	01 5010-1 thru 2
01 5639	Temporary Tree and Plant Protection	01 5639-1 thru 7
01 6000	Product Requirements	01 6000-1 thru 5
01 7300	Execution Requirements	01 7300-1 thru 9
01 7329	Cutting and Patching	01 7329-1 thru 4
01 7419	Construction Waste Management and Disposal	01 7419-1 thru 7
01 7700	Closeout Procedures	01 7700-1 thru 5
01 7800	Project Record Documents	01 7800-1 thru 4
01 7823	Operation and Maintenance Data	01 7823-1 thru 7
01 8109	Environmental Procedures	01 8109-1 thru 4
Division 2 – Existing Conditions		
02 0085	Microbial Remediation	02 0085-1 thru 9
02 4119	Selective Demolition	02 4119-1 thru 6
Division 4 - Masonry		
04 2000	Unit Masonry	04 2000-1 thru 17
Division 5 - Metals		
05 4000	Cold Formed Metal Framing	05 4000-1 thru 6
05 5000	Metal Fabrications	05 5000-1 thru 7
Division 6 – Wood, Plastics, and Composites		
06 1006	Wood Grounds, Nailers, and Blocking	06 1006-1 thru 4
06 1643	Gypsum Sheathing	06 1643-1 thru 4
Division 7 – Thermal and Moisture Protection		

07 0150.65	Roof Patching	07 0150.65-1 thru 2
07 2100	Thermal Insulation	07 2100-1 thru 5
07 2726	Fluid-Applied Membrane Air Barrier	07 2726-1 thru 5
07 6500	Flexible Flashing	07 6500-1 thru 4
07 7100	Roof Specialties	07 7100-1 thru 5
07 9000	Joint Protection	07 9000-1 thru 10
07 9500	Expansion Control	07 9500-1 thru 5
Division 8 – Openings		
08 0710	Environmental Performance Requirements and Testing	08 0710-1 thru 4

XII. DRAWINGS INDEX: The documents listed below comprise the Drawings for this project. This list is provided so that the Contractor is able to verify that all drawings/sheets are included in its set of drawings. The Prime Design Consultant and the CHA disclaim any responsibility for any assumptions made by a Contractor or Subcontractor who does not receive a complete set of Drawings, including all sections listed in this Drawings Index. The Contractor's signature is confirmation that its set of Drawings is complete. **Please note: When appropriate, Drawings may be omitted from the solicitation entirely, in which case it will be noted below that this section is "NOT APPLICABLE".**

PDF Page #	PDF No.	Sheet Title	Version	Version Date
01.	G-1	General Information & Index of Drawings	ISSUE FOR BID	2.16.15
02.	G-2	General Notes & Project Summary	ISSUE FOR BID	2.16.15
03.	G-3	Reference Floor Plan	ISSUE FOR BID	2.16.15
04.	DA-1	Demo Details	ISSUE FOR BID	2.16.15
05.	A-1	Key Plan	ISSUE FOR BID	2.16.15
06.	A-2	Elevations	ISSUE FOR BID	2.16.15
07.	A-3	Elevations	ISSUE FOR BID	2.16.15
08.	A-4	Elevations	ISSUE FOR BID	2.16.15
09.	A-5	Elevations	ISSUE FOR BID	2.16.15
10.	A-6	Details	ISSUE FOR BID	2.16.15
11.	A-7	Details	ISSUE FOR BID	2.16.15

XIII. PROJECT SCHEDULE

- A. CRITICAL PATH METHOD CONSTRUCTION SCHEDULE (WORK SCHEDULE):** After award of the Contract and prior to commencement of Work, the Contractor will be required to prepare and submit a detailed Critical Path Method construction schedule (Work Schedule) in hard copy, in accordance with Paragraph 6 of the CHA's "Special Conditions of the Contract for Construction". The Contractor shall maintain the scheduled start and completion dates, as set forth in the Work Schedule, for the required Work, and will provide the CHA and its designated representative, or its Architect, as directed, a status update of the Work Schedule on a monthly basis in hard copy format pursuant to Paragraph 6 of the CHA's "Special Conditions of the Contract for Construction".
- B. FINAL COMPLETION DATE:** The Contractor agrees to complete and deliver the Project, as such term is defined in the Contract Documents, and the Work described in this IFB in conformance with the Construction Progress Schedule and Final Completion Date set forth in the Contract Documents, and to provide sufficient manpower, equipment and any overtime required to complete all required Work in or at the building(s) to comply with the completion date for the building(s) as set forth in the Construction Progress Schedule and to complete 100% of all Work within the Project

boundary as set forth in the Contract Documents by the Final Completion Date, at no additional cost to the CHA, and the Contractor agrees that for delivery of all Work under this contract, *time is of the essence*.

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

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

The CHA, its designated representative, and the CHA's Prime Design Consultant shall inspect the Work and create a final punch list for the Project no more than thirty (30) days prior to final completion of the Project, which, in no event, shall be later than the Final Completion Date for the Project. The CHA and its designated representative shall determine final completion of all Work when the CHA and its designated representative have accepted 100% of all Work as complete, including all punch list items. **Warranties** for the Contractor's Work, including labor, materials and equipment described within the Contract Documents will begin on the date the Work has been accepted as 100% final and complete by the CHA and its designated representative.

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

The parties hereby acknowledge and agree that actual damages for any delay in completion of the Work are difficult to determine and prove, the Contractor and its sureties agree to pay the CHA as fair and reasonable damages for failure to meet turnover requirements as set forth in the contract documents and Work Schedule, the amount of;

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

for failure to meet the Final Project Completion deadline(s) in the contract. Said liquidated damages shall continue to accrue as reasonable damages until the units are turned over and/or the final completion occurs.

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

XIV. SUBCONTRACTOR CONTRACT AND FLOWDOWN REQUIREMENTS:

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

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

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

- XV. ACKNOWLEDGEMENT OF BID DOCUMENTS AND INSTRUCTIONS:** The Bidder acknowledges, by signing the contract documents listed below, that it has read, understands, has filled out where applicable, and accepts the terms of any documents listed below which are included in this solicitation. The Bidder shall execute and submit with its bid, and/or notarize documents the required Contract Documents, as indicated by the check mark below.

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

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

DOCUMENT SUBMITTAL CHECKLIST

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

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

**CHICAGO HOUSING AUTHORITY (CHA)
DEPARTMENT OF PROCUREMENT AND CONTRACTS (DPC)**

SUBMISSION POLICY

The items listed below, when required, must be submitted by the response due date and time otherwise the submittal will be deemed non-responsive.

Items with "N/A" in the column are not applicable to the solicitation type
Items with "R" are required for the solicitation type

NON-CURABLE	IFB	RFP	RFQ
HUD Form 5370	R	N/A	N/A
Division Costs Submittal/Fee Proposal Form	R	R	R
Bid Bond	R	N/A	N/A
Bid Execution and Acceptance	R	N/A	N/A
All IFB BF Pages	R	N/A	N/A
CPM Schedule – Paper	R	N/A	N/A
Respondent acknowledges receipt of Addendum	R	R	R
Cover Letter of Interest	N/A	R	R
Qualifications/Experience	R	R	R
Joint Venture Agreement	R	R	R
GC License-as specified in the IFB	R	N/A	N/A
Approach/Work Plan	N/A	R	N/A
Statement of Bidder's Qualifications	R	R	R
Notarized Contractor's Affidavit	R	R	R

Effective August 22, 2014, the items not listed in the chart above may be considered curable.

BID EXECUTION AND ACCEPTANCE

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

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

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

(Affix Corp. Seal)

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

B.E.T.O.N. CONSTRUCTION CO.

(Business/Contractor's Name)

By: Violetta Gutowska

(Signature)

DATE: 05/01/2015

Subscribed and sworn to before me

this 1 day of MAY, 2015

VIOLETTA GUTOWSKA

(Printed or Typed Name)

My Commission Expires: 08-31-15

Title: PRESIDENT

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

Address: 1415 W. 37TH ST. #200

Bradelette Jyl
(Notary Public)

City, State, Zip: CHICAGO, IL 60609

Taxpayer ID. No: [REDACTED]

Telephone No: (773) 823-1145

Fax No: (773) 823-1836

Email: betonconstruction@hotmail.com

113223

(Vendor Code)

11583

(Contract No.)

The Chicago Housing Authority does hereby accept the Contractor's offer, bid and proposal as set forth in these Specifications for Bid pages, in the Lump Sum Base Bid amount of

three million three hundred fifty thousand one hundred twenty five dollars.

(\$ 3,353,125.00) subject to the terms, conditions and requirements contained in the "Contract Documents".

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

The Term of this Contract is one hundred and twenty days (120)

The "Notice to Proceed" will be issued

as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens

Dionna Brookens

Date Signed: 6/30/15

Title: Senior Director of Procurement
Chicago Housing Authority
60 East Van Buren St, 13th Floor
Chicago, IL 60605



Quick Guide Contract Compliance Requirements

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

What Compliance Requirements apply to the different types of contracts?

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

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

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

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

Required M/W/DBE Documents:

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

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



Quick Guide Contract Compliance Requirements

Section 3

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

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

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

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

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

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

Required Section 3 Documents:

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



Quick Guide Contract Compliance Requirements

Section 3 Clause:

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

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

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

CERTIFIED PAYROLL SUBMITTAL & REPORTING

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

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

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



Quick Guide Contract Compliance Requirements

Compliance Utilization Plans

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

Schedule A- M/W/DBE Utilization Plan

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

Schedule B- Section 3 Utilization Plan

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

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

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

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

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

RFP/IFB/CONTRACT/PURCHASE ORDER NO: IFB#108 DATE FORM SUBMITTED: 5/15/2015
PROJECT TITLE: CHA - DANIEL BURNHAM APARTMENTS-EXTERIOR WALL REPAIR
PRIME CONTRACTOR NAME(S): B.E.T.O.N. CONSTRUCTION CO.
ADDRESS: 1415 W. 37TH ST. STE 200, CHICAGO, IL 60609 TELEPHONE: 773-823-1145
CONTACT NAME/TITLE: VIOLETTA GUTOWSKA, PRESIDENT
E-MAIL ADDRESS: BETONCONSTRUCTION@HOTMAIL.COM
Ethnicity: CAUCASIAN Gender: FEMALE
FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO. : [REDACTED]

CONTRACT AMOUNT: \$ 3,353,125
M/W/DBE TOTAL: \$ 2,590,175.00
M/W/DBE TOTAL PERCENTAGE: 77.25 %

NOTE: The M/W/DBE Total represents the sum of all of the subcontracts listed on this Schedule A, including Self-Performing Prime's portion.

The Contractor shall in determining the manner of M/W/DBE participation, first consider Direct Participation with M/W/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. 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, through Indirect Participation, by contracting with M/W/DBEs for the provision of goods and services not directly related to the performance of the contract/scope of work. 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.

Firms seeking M/W/DBE subcontracting credit via Direct or Indirect participation must include one (1) current certification from a CHA approved certifying agency. A copy of a current Letter of Certification is required. Applications for certified status will not be accepted. M/W/DBEs utilized for direct or indirect participation must be currently certified by one of the following agencies: City of Chicago, METRA, PACE, Cook County, State of Illinois - Central Management Services (CMS), Women Business Development Center (WBDC), Chicago Transit Authority (CTA), the Chicago Minority Supplier Development Council (CMSDC), Illinois Department of Transportation (IDOT), and/or the Small Business Administration (SBA 8(a)). For contractors whose principal business address is located outside of the metropolitan Chicago area, certification of comparable agencies will be considered.

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

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

I. DIRECT PARTICIPATION

A. COMPANY NAME: B.E.T.O.N. CONSTRUCTION CO
ADDRESS: 1415 W. 37TH ST. STE #200, CHICAGO, IL 60609
CONTACT PERSON: VIOLETTA GUTOWSKA TELEPHONE: 773-823-1145
E-MAIL ADDRESS: BETONCONSTRUCTION@HOTMAIL.COM
ORIGINAL M/W/DBE DOLLAR VALUE: \$2,590,175.00 % of Total Contract Value: 77.25
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
MASONRY RESTORATION

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
120 DAYS FROM NTP.

B. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

C. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. INDIRECT PARTICIPATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AFFIDAVIT OF PRIME CONTRACTOR

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

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

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

NAME OF PRIME CONTRACTOR (Print or Type)

B.E.T.O.N. CONSTRUCTION CO.

AUTHORIZED OFFICER

VIOLETTA GUTOWSKA

Name

Violetta Gutowska

Signature

05-15-2015

Date

NAME OF NOTARY (Print or Type)

DARIUSZ KANIA

STATE OF IL COUNTY OF COOK ON THIS 15 DAY OF

MAY 2015 BEFORE ME APPEARED (NAME) VIOLETTA GUTOWSKA TO ME PERSONALLY

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

AUTHORIZED BY (NAME OF COMPANY) B.E.T.O.N. CONSTRUCTION TO EXECUTE THIS AFFIDAVIT AND DID SO AS

HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC

Dariusz Kania

(SEAL) COMMISSION EXPIRES:

08-31-2015



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

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

PRIME/GENERAL CONTRACTOR'S NAME: B.E.T.O.N. CONSTRUCTION Co.
 RFP/IFB/RFQ/CONTRACT or PO NUMBER: IFB #108 DATE FORM COMPLETED: 5-1-15
 PROJECT TITLE: DANIEL BURNHAM APARTMENTS - EXTERIOR NAUL REPAIR
 CONTACT NAME/TITLE: VIOLETTA GUTOWSKA, PRESIDENT
 E-MAIL ADDRESS: betonconstruction@hotmail.com

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

Overview:

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

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

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

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

Instructions:

Part I: Hiring

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

Part II: Contracting

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

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

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

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

Part III: Other Economic Opportunities

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

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

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

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

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

Prime Contractor Acknowledgement of Section 3 Requirements:

Violetta Gutowska
Signature of Principal of Contractor

05-01-2015
Date

VIOLETTA GUTOWSKA
Print Name

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

Part I: Hiring

SAMPLE HIRING CHART

Table 1.a: SAMPLE Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors

[illegible]

(7) Total New Section 3 Hires Required:

(8) Percentages of Non-irrigated:

(8) Percentage of New Hires that are Section 3:
(Total of new hires in Section 3 divided by total new hires for the year, multiplied by 100)

(5) Percentage of New Hires that are Section 3:
 $(\text{Total of column (5)} + \text{Total of column (4)}) \times 100 = \% \text{ of New Hires}$

Schedule B - Section 3 Utilization Plan

Page 5 of 12

August 22, 2014

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

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

(7) Total New Section 3 Hires Required: (Total of column (4) \times 0.3) round up to the nearest whole number	3
(8) Percentage of New Hires that are Section 3: (Total of column (5) \div Total of column (4)) \times 100 = % of New Hires	40%

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

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

Part II: CONTRACTING

Table II: Contracting Commitments

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

Total Dollar Value of Section 3 Business Concern Contracts:	\$ 372,450
Total Percentage of Section 3 Business Concern Contracts:	11 %

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

Contracts to Section 3 Business Concerns
<p>COMPANY NAME: <u>BGREEN Enterprises Inc.</u></p> <p>ADDRESS: <u>1415 W. 37th St. Suite 300, Chicago, IL 60609</u></p> <p>CONTACT PERSON: <u>Berna Izyk</u> TELEPHONE: <u>847-452-9482</u></p> <p>E-MAIL ADDRESS: <u>bgreenenterprises@hotmail.com</u></p> <p>ORIGINAL CONTRACT DOLLAR VALUE: <u>\$372,450</u></p> <p>AMENDED CONTRACT DOLLAR VALUE: <u>TBD</u></p> <p><i>NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</i></p> <p>WORK TO BE PERFORMED/MATERIALS SUPPLIED: <u>construction services, recycling, waste management</u></p> <p>Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): <u>July 20th - November 10th, 2015</u></p>
<p>COMPANY NAME: _____</p> <p>ADDRESS: _____</p> <p>CONTACT PERSON: _____ TELEPHONE: _____</p> <p>E-MAIL ADDRESS: _____</p> <p>ORIGINAL CONTRACT DOLLAR VALUE: _____</p> <p>AMENDED CONTRACT DOLLAR VALUE: _____</p> <p><i>NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</i></p> <p>WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____</p> <p>Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): _____</p>

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

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

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

Contracts to Section 3 Business Concerns (continued)

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

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

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

Table II.b: Contracting Shortfall

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

We have reached out to majority of section 3 business concern vendors in the CHA database that we were able to find specifically for this project's scope of work. Thus far, we have only received one reply from the painting company that we have pursuit a proposal for the painting scope of the project. Currently we are waiting for additional replies from demolition and waste management companies. Our intention is to subcontract at least 10% of the project. Knowing that that the schedule of the project is in the busiest construction season of the year, a lot of contractors have told us that their schedule does not allow them to take on additional projects this summer.

Table II.c: Outreach Efforts

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

Outreach Efforts	
Business Name:	The Webb Group LLC
Primary Contact:	James Webb Jr.
Phone Number:	773-968-0102
E-Mail Address:	james@paint-smarter.com
Reason for not subcontracting:	Waiting on a proposal
Business Name:	MYLEER CORPO
Primary Contact:	ROSE LEE
Phone Number:	773-434-8311
E-Mail Address:	LEER.MYLEERCORP@GMAIL.COM
Reason for not subcontracting:	Waiting on a proposal

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

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

Part III: OTHER ECONOMIC OPPORTUNITIES

Table III: Other Economic Opportunities Plan(s)

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

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

Indirect Participation (subcontracting to a Section 3 business for work outside the scope)
Note: An indirect subcontractor should still submit a Schedule C to correspond with this information.

COMPANY NAME: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

COMPANY NAME: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Mentorship Program Participation

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

Quantifiable Goals

Anticipated Results

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

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

Training Program	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	MASONRY SKILLS, LABORERS
Quantifiable Goals	BRICKLAYING (300 UTILITY BRICKS PER DAY) TUCKPOINTING (100 SF PER DAY)
Anticipated Results	10% LESS THAN GOALS

Apprenticeship Program	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	SINCE WE ARE A UNION CONTRACTOR WE PARTICIPATE IN THE APPRENTICESHIP PROGRAM
Quantifiable Goals	GOALS DEPENDING ON THE LEVEL OF EXPERIANCE
Anticipated Results	GOOD EFFORT COUNTS

Other Results-Oriented Economic Opportunities (Please Describe)	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	WE WILL TRY TO HIRE LOCAL RESIDENTS WHO ARE WILLING TO BE TRAINED
Quantifiable Goals	PERFORM DAILY TASKS IN TIMELY MANNER
Anticipated Results	WE HAVE GREAT EXPERIANCE WORKING WITH PEOPLE FROM SECTION 3

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

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

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

Please refer to page three (3) Part III- Other Economic Opportunities for more details on contributions.	
Hiring	<input type="checkbox"/> 5% of total contract value (Construction)- Not to Exceed \$100,000
	<input type="checkbox"/> 1.5% of total contract value (Professional Service)- Not to Exceed \$100,000
Contracting	<input type="checkbox"/> Contributing the difference between the actual subcontracting dollar amount and the minimum subcontracting requirement Not to Exceed \$500,000
	<input type="checkbox"/> 10% of total contract value (Construction) Not to Exceed \$500,000
	<input type="checkbox"/> 3% (Other Contracts- Including Professional Service) Not to Exceed \$300,000

Contribution to Section 3 Fund
(Total amount of all hiring and contracting contributions identified in the Section 3 Fund chart above)

Total value of Contribution \$

☐ I will contribute the funds

☐ CHA can deduct portions from each of my purchase orders

☐ I will submit one check to cover the full contribution amount

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

B.E.T.O.N. CONSTRUCTION CO.
NAME OF PRIME CONTRACTOR (Print or Type)

Violetta Gutowska
NAME OF AUTHORIZED OFFICER

DARIUSZ KANIA Date 5/8/15
NAME OF NOTARY (Print or Type)

STATE OF IL COUNTY OF COOK ON THIS 8TH DAY OF MAY 2015 BEFORE ME APPEARED (NAME) VIOLETTA GUTOWSKA TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: [Signature] (SEAL):
COMMISSION EXPIRES: 08-31-2015



INTERNAL CHA APPROVAL: [Signature]
COMPLIANCE MANAGER'S SIGNATURE

DATE

INTERNAL CHA APPROVAL: _____
SECTION 3 ADMINISTRATOR DATE
(Applicable when Other Economic Opportunities are proposed)

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 and/or Self-Performing Prime Contractor)**

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: B.E.T.O.N. Construction Co.

Certification Status (Check One): ☐ MBE ☒ WBE ☐ DBE

Section 3 Business Concern: ☐ Yes ☒ NO

FEIN: [REDACTED]

ETHNICITY: Caucasian

GENDER: Female

CONTACT NAME/TITLE: Violetta Gutowska

E-MAIL ADDRESS: betonconstruction@hotmail.com

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: IFB #108

PROJECT TITLE: CHA - Burnham Apartments **DATE FORM COMPLETED:** 5-15-2015

PRIME CONTRACTOR: B.E.T.O.N. Construction Co.
(NAME)

773-823-1145
(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):

BIOFOAM (\$198,500 - 6%), CMM Group (\$157,000 - 3%), BGREEN Enterprises (\$372,450 - 11%), Code Engineering (\$35,000 - 1%)

2. List commodities/services to be provided for the above-referenced contract:

Masonry Restoration

3. Indicate the total dollar value: \$2,590,175
4. Terms of the agreement including but not limited to joint venture, subcontract, supplier or purchase order agreements on the above-referenced contract (timeframe and other subcontract details):

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 and/or Self-Performing Prime Contractor)

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 foregoing document are true and correct, and that I am authorized on behalf of the Subcontractor to make this affidavit.

B.E.T.O.N. Construction Co.

(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

Violetta Gutowska
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

5-15-2015
(DATE)

DARIUSZ KANIA
(NAME OF NOTARY - PRINT OR TYPE)

STATE OF IL COUNTY OF COOK

ON THIS 15TH DAY OF MAY 2015

BEFORE ME APPEARED (NAME) VIOLETTA GUTOWSKA
to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by B.E.T.O.N. CONSTRUCTION to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC: [Signature]

COMMISSION EXPIRES: 08-31-2015

(SEAL)





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

AUG - 8 2014

Violetta Gutowska
B.E.T.O.N. Construction Company
1415 West 37th Street, Suite 200
Chicago, IL 60609

Dear Violetta Gutowska:

We are pleased to inform you that B.E.T.O.N. Construction Company has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This WBE certification is valid until **8/1/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual **No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by **8/1/2015, 8/1/2016, 8/1/2017, and 8/1/2018**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **8/1/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **8/1/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

238140 - Masonry contractors

Your firm's participation on City contracts will be credited only toward Women-Owned Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/dp

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 and/or Self-Performing Prime Contractor)

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: BGREEN Enterprises Inc

Certification Status (Check One): ☐ MBE ☐ WBE ☐ DBE

Section 3 Business Concern: ☒ Yes ☐ NO

FEIN: [REDACTED] ETHNICITY: CAUCASIAN GENDER: FEMALE

CONTACT NAME/TITLE: BERN IZYK, PRESIDENT

E-MAIL ADDRESS: BGREENENTERPRISES@HOTMAIL.COM

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: IFB108-Daniel Burnham Apartments

PROJECT TITLE: Exterior Wall Repair DATE FORM COMPLETED: 05/11/2015

PRIME CONTRACTOR: B.E.T.O.N. Construction Co. 773-823-1145
(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:
construction services, recycling, waste management

3. Indicate the total dollar value: \$ 372,450

4. Terms of the agreement including but not limited to joint venture, subcontract, supplier or purchase order agreements on the above-referenced contract (timeframe and other subcontract details):
terms as per subcontract

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 and/or Self-Performing Prime Contractor)

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 foregoing document are true and correct, and that I am authorized on behalf of the Subcontractor to make this affidavit.

BGREEN Enterprises Inc

(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

[Signature]
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

5-11-2015
(DATE)

DARIUSZ KANIA
(NAME OF NOTARY - PRINT OR TYPE)

STATE OF IL COUNTY OF COOK

ON THIS 11TH DAY OF MAY 2015

BEFORE ME APPEARED (NAME) BERNADETTE IZYK
to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by BGREEN ENTERPRISES to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC: [Signature] (SEAL)

COMMISSION EXPIRES: 08/31/2015

"OFFICIAL SEAL"
DARIUSZ KANIA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/31/2015

Vendor InformationCLOSE WINDOW  **HELP****Vendor Information**

Business Name	BGREEN Enterprises Inc
Contact Person	Bern Izyk
Address	1415 W 37th St Ste 300
> Map This Address	Chicago, IL 60609
Phone	847-452-9482
Fax	847-720-9503
Email	bgreenenterprises@hotmail.com
Website	
System Vendor Number	20365154
Renewal	5/10/2016

Classifications

Residential Development

Commodity Codes

Code	Description
NAICS 23	Construction (More)
NAICS 56	Administrative and Support and Waste Management and Remediation Services (More)

Customer Support

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[Print This Page](#)



CERTIFICATE OF LIABILITY INSURANCE

APPROVED
For Issue at 9:58 am, Jun 23, 2015
6/22/2015

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 certificate holder in lieu of such endorsement(s).

PRODUCER Heil & Heil Insurance Agency LLC 5215 Old Orchard Rd. Suite 300 Skokie IL 60077		CONTACT NAME: Amanda Bielko PHONE (A/C No. Ext): (847) 866-7400 FAX (A/C No.): (847) 965-8600 E-MAIL: abielko@heilandheil.com ADDRESS: abielko@heilandheil.com	
INSURED B E T O N Construction Co 1415 W 37TH ST STE 200 CHICAGO IL 60609		INSURER(S) AFFORDING COVERAGE INSURER A: ACUITY INSURER B: Insurance Company Of The West INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2015-2016

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			X69967	5/16/2015	5/16/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			X69967	5/16/2015	5/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			X69967	5/16/2015	5/16/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WIL5030164 00	5/16/2015	5/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			X69967	5/16/2015	5/16/2016	Limit \$1,000,000

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

RE: Job: IFB Event #108- Daniel Burnham Apartments- Exterior Wall Repair

The CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors are named as Additional Insured on a Primary and Non-Contributory basis with respects to the General Liability and Auto Liability policies as their interest may appear.

CERTIFICATE HOLDER

CANCELLATION

Chicago Housing Authority 60 E. Van Buren Chicago, IL 60605	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tina Garrett/AMANDA <i>Tina Garrett</i>
---	--

**City of Chicago
Department of Buildings
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

**B.E.T.O.N. CONSTRUCTION COMPANY
1415 W. 37TH ST. #200
CHICAGO IL 60609**

LICENSE CLASS: (C) \$5,000,000 PROJECT CEILING



LICENSE NUMBER: TGC032200

CERTIFICATE NUMBER: GC032200-4

FEE: \$ 750

DATE ISSUED: 03/10/2015

DATE EXPIRES: 03/10/2016

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Rahm Emanuel

**Rahm Emanuel
Mayor**

Felicia S Davis

**Felicia S Davis
Commissioner**



Rahm Emanuel, Mayor

Certificate of Registration

issued by the

*Department of Buildings
of the City of Chicago*

MASON CONTRACTOR'S CERTIFICATE

*This certifies that VIOLETTA GUTOWSKA License Number MC6219
having been duly examined by the Board of Examiners of Mason Contractors as to his/her practical knowledge of
masonry and mason construction and all matters pertaining to mason construction, and having satisfied this Board
with his/her competency therein is hereby authorized to engage in business as a*

LICENSED MASON CONTRACTOR

BRICK

*within the City of Chicago in accordance with an act of the Forty-Eighth General Assembly of the State of Illinois
"To provide for the licensing of Mason Contractors and Employing Masons and to regulate the safe and proper
construction of buildings", approved June 30, 1913 and so engage in business as a Mason Contractor or Employing
Mason in the City of Chicago under the provisions of an ordinance of the City Council of the City of Chicago,
passed June 27th, 1980, "To provide for the licensing and regulation of Mason Contractors and Employing Masons"
and subject to the provisions of all other ordinances of said City relating to all mason work placed in or upon
in connection with any building or other structure. This certificate EXPIRES November 05, 2015.*

A handwritten signature in black ink, appearing to read "Felicia S. Davis".

Felicia S. Davis, Commissioner



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

AUG - 8 2014

Violetta Gutowska
B.E.T.O.N. Construction Company
1415 West 37th Street, Suite 200
Chicago, IL 60609

Dear Violetta Gutowska:

We are pleased to inform you that **B.E.T.O.N. Construction Company** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **8/1/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **8/1/2015, 8/1/2016, 8/1/2017, and 8/1/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **8/1/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **6/1/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

238140 - Masonry contractors

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/dp

Bond No. 84C002167

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

B.E.T.O.N. Construction Co.
1415 W. 37th St., Ste. #200
Chicago, IL 60609

OWNER:

(Name, legal status and address)

Chicago Housing Authority
60 E. Van Buren Street, 13th Floor
Chicago, IL 60609

CONSTRUCTION CONTRACT

Date:

Amount: \$ 3,353,125.00

Three Million Three Hundred Fifty Three Thousand One Hundred Twenty Five Dollars and 00/100

Description:

(Name and location)

IFB Event #108 - Daniel Burnham Apartments - Exterior Wall Repair - 1930 West Loyola, Chicago, IL. Project No. 15517.0

BOND

Date: June 22, 2015

(Not earlier than Construction Contract Date)

Amount: \$ 3,353,125.00

Three Million Three Hundred Fifty Three Thousand One Hundred Twenty Five Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

B.E.T.O.N. Construction Co.

Signature:

Name VIOLETTA GUTOWSKA
and Title: PRESIDENT

SURETY

Company:

(Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

Kelly A. Gardner

Name

and Title: Attorney-in-Fact



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

HUB International Midwest Limited
601 Oakmont Lane, Suite 400
Westmont, IL 60559
630-468-5600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Bond No. 84C002167

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

B.E.T.O.N. Construction Co.
1415 W. 37th St., Ste. #200
Chicago, IL 60609

OWNER:

(Name, legal status and address)

Chicago Housing Authority
60 E. Van Buren Street, 13th Floor
Chicago, IL 60609

CONSTRUCTION CONTRACT

Date:

Amount: \$3,353,125.00

Three Million Three Hundred Fifty Three Thousand One Hundred Twenty Five Dollars and 00/100

Description:

(Name and location)

IFB Event #108 - Daniel Burnham Apartments - Exterior Wall Repair - 1930 West Loyola, Chicago, IL. Project No. 15517.0

BOND

Date: June 22, 2015

(Not earlier than Construction Contract Date)

Amount: \$3,353,125.00

Three Million Three Hundred Fifty Three Thousand One Hundred Twenty Five Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

B.E.T.O.N. Construction Co.

Signature:

Name VIOLETTA GUTOWSKA
and Title: PRESIDENT

SURETY

Company:

(Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

Kelly A. Gardner

Name

and Title: Attorney-in-Fact



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

HUB International Midwest Limited
601 Oakmont Lane, Suite 400
Westmont, IL 60559
630-468-5600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kelly A. Gardner of the city of Westmont, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: B.E.T.O.N. Construction Co.

Obligee Name: Chicago Housing Authority

Surety Bond Number: 84C002167

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of June, 2015.



By: Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary

