



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. 61
JUDGE FISHER APARTMENTS
5821 N. Broadway

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, November 21, 2014
BID OPEN DATE AND TIME: Tuesday, December 19, 2014 at 11:00AM (local time)

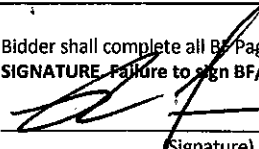
General Contractor: Madison Construction
Contact Name: Robert Ferrino
Address: 15657 South 70th Court
City/State/Zip: Orland Park, IL 60462
Phone Number: (708) 535-7716
Fax Number: (708) 535-7791

LUMP SUM BASE BID TOTAL

\$ 10,537,000.00

Lump Sum Base Bid in whole dollars only

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


(Signature)

Robert Ferrino

(Print Name)

Madison Construction

(Contractor's Name)

President

(Title)

DEC 19 2014

(Date)

IFB # 61 Judge Fisher Apartments 5821 N. Broadway_2014_1121

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.

Reginald Laws, Senior Procurement Specialist
Chicago Housing Authority
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60609
Fax (312) 913-5855
Email: rtalley@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, December 5, 2014.** 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, November 26, 2014** at 9:00A.M., at project site located 5821 N. Broadway. *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 December 19, 2014 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	01	02				
Dated	12/12/14	12/15/14				

I. SCOPE OF WORK

General Description of Scope of Work:

Exterior

- New windows and spandrel panels at stair towers all floors.
- New windows at west elevator lobby all floors above Floor 1.
- New vestibule entry at east side Floor 1. Enlarges Floor 1.
- Remove all window AC units and replace with window.
- Repair all apartment unit windows for leaking.
- Minor masonry repairs where cracked.
- Interior work requires installation of lift on east side and removal/reinstallation of balcony railings during construction.
- Installation of mechanical equipment on roof (see HVAC below)
- Removal of existing mechanical equipment and potential installation of new mechanical equipment on ground level south side.

Interior

- New finishes in lobby including new reception desk.
- New finishes in Community Room including lighting.
- Relocate two offices to existing lounge area of Community Room.
- Repair water damaged walls under windows in all apartment units.
- Paint all apartment units.

HVAC

- Installation of heat pump units for heat/AC in each apartment
- Installation of make-up air for common corridors on each floor requires shaft through entire building.
- Install make up air unit on roof.
- Install chiller unit for heat pumps on ground or roof.

Electrical

- New security system.
- New fire alarm system including new panel and devices.
- New generator monitoring.
- Replace penthouse electrical panels
- New exit signs where missing.
- New concrete encased electrical feed for Elevator 2.

Fire Suppression

- New sprinkler system in Common Areas
- Extend sprinkler system into Apartment Units
- Replace sprinkler system in trash chute
- Replace fire pump, jockey pump, backflow preventers, and controllers
- New enclosed pump room.
- Add 70 fire extinguisher cabinets

INSTRUCTIONS FOR BIDDERS

I. BID SUBMITTAL REQUIREMENTS: The Bid Submittal must include the following documents:

- A. These BF Pages and other documents in the following form:
 - i. Enter his/her firm's name in the space provided on Page BF/1 of this Specification; and
 - ii. Submit **ONE (1) original 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 A) General Contractor License issued by the Department of Buildings of the City of Chicago. The absence of the required license shall cause a bid to be deemed non-responsive and therefore ineligible for award. Any Contractor that does not have a currently valid license from the City of Chicago shall also 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 or responsibility, together with the contact information of the owner's representative for each of these jobs (including name, company name, address, telephone number, fax number, and e-mail address); and
 - v. the same information described in Paragraph (E) (iv) above for at least one (1) job performed by each primary subcontractor in the last five (5) calendar years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. FINAL COMPLETION FOR ALL WORK: Is due upon the date set forth in the Notice to Proceed. Five Hundred Forty (540) calendar days from the date set forth in the Notice to Proceed. The Contractor acknowledges and agrees that the final completion requirements set forth herein are minimum completion requirements that must be satisfied under the contract with the CHA.

G. CRITICAL PATH METHOD SUMMARY PROJECT SCHEDULE: In evaluating this IFB, the CHA will determine the responsibility of each bidder and whether a particular bidder can complete the Work in the shortest time frame, which time frame shall not exceed the Final Completion Date for the Work as set forth in this IFB and in the Contract Documents. The Critical Path Method ("CPM") Summary Project Schedule to be submitted as part of the bid, and the Work Schedule, as defined in Paragraph 6 of the CHA's "Special Conditions of the Contract for Construction", is to reflect the following.

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

- Be submitted in a hard copy format;
- Be prepared using only Primavera Project Planner® (P3 version 3.1), Primavera Project Management Contractor (P6) or Primavera SureTrak® software;
- 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 March 05, 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 detail on how to submit required Schedules, please refer to Paragraph 6 and Paragraph 55 of the CHA's "Special Conditions of the Contract for Construction".

Failure to submit this CPM Summary Project Schedule in the requested software format, 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
Cook County
Pace

State of Illinois Central Management Services (CMS)
Small Business Administration (SBA)
Chicago Minority Business Development Council (CMBDC)

Metra
Chicago Transit Authority (CTA)

Illinois Department of Transportation (IDOT)
Women's Business Development Center (WBDC)

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

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

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

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

VII. CONTRACTOR'S AGREEMENT AND CHANGE ORDERS SUBMITTAL

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

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

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

END OF SECTION VII. CONTRACTOR'S AGREEMENT AND CHANGE ORDERS SUBMITTAL

ATTACHMENT A
Chicago Housing Authority
IFB-Event No. 61 for Judge Fisher Apartments
Addendum No. 2, December 15, 2014

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 shall result in the entire Bid Package being deemed non-responsive.**

Division Code	DIVISION COSTS – DESCRIPTION <u>IMPORTANT: Division Costs must include all punch list and close-out costs. Refer to the Table of Contents in the Technical Specifications for sub items pertaining to Division categories.</u>	TOTAL COST in whole dollars only
DIV 01	Division 01 – General Requirements The MAXIMUM amount allowed is 5% of the total value of Division No. 2 through Division No. 16 only	\$ 441,279 .00
DIV 02	Division 02 – EXISTING CONDITIONS Any costs <u>in addition to</u> Divisions 2a thru 2g	\$ 605,715 .00
DIV 2a	Division 02a – Site Work Peoples Energy Medium Pressure Gas Service	\$ 50,000.00
DIV 2b	Division 02b – Site Work - Allowance AT&T- Telephone Service Fee	\$ 150,000.00
DIV 2c	Division 02c – Site Work- Allowance Comcast- Cable Service Fee	\$ 80,000.00
DIV 2d	Division 02d – Site Work Electrical Service Fee	\$ 50,000.00
Div 02e	Division 02e – EXISTING CONDITIONS Hazardous Material Abatement - ROOF	\$ W/DIV 07 .00
Div 02f	Division 02f – EXISTING CONDITIONS Hazardous Material Abatement – FLOORING/VINYL BASE/MASTIC	\$ 50,000 .00
Div 02g	Division 02g – EXISTING CONDITIONS Hazardous Material Abatement – FIRESTOPPING/THERMAL SYSTEMS/OTHER ALLOWANCE	\$ 150,000.00

ATTACHMENT A
Chicago Housing Authority
IFB-Event No. 61 for Judge Fisher Apartments
Addendum No. 2, December 15, 2014

DIV 03	DIVISION 03 – CONCRETE Any costs <u>in addition to</u> Divisions 3a	\$ 78,650.00
Div 03a	Division 03a – CONCRETE Cast in Place Concrete	\$ 11,056.00
DIV 04	DIVISION 04 – MASONRY	\$ 107,000.00
DIV 05	DIVISION 05 – METALS	\$ 207,962.00
DIV 06	DIVISION 06 – WOOD AND PLASTICS	\$ 49,085.00
DIV 07	DIVISION 07 – THERMAL AND MOISTURE PROTECTION	\$ 338,239.00
DIV 08	DIVISION 08 – OPENINGS Any costs <u>in addition to</u> Division 8a thru 8d	\$ 15,240.00
Div 08a	Division 08a- OPENINGS Aluminum Storefront	\$ W/DIV 08b .00
Div 08b	Division 08b- OPENINGS Aluminum Window Wall	\$ 603,300.00
Div 08c	Division 08c- OPENINGS Aluminum Curtain Wall	\$ W/DIV 08b .00
Div 08d	Division 08d- OPENINGS Aluminum Window Repairs and Sash Replacements	\$ W/DIV 08b .00
DIV 09	DIVISION 09 – FINISHES Any costs <u>in addition to</u> Divisions 9a thru 9c	\$ 19,000.00
Div 09a	Division 09a – FINISHES Gypsum Board	\$ 959,511.00
Div 09b	Division 09b – FINISHES VCT	\$ 262,345.00
Div 09c	Division 09c – FINISHES Painting	\$ 325,000.00
DIV 10	DIVISION 10 – SPECIALTIES	\$ 305,009.00
DIV 11	DIVISION 11 – EQUIPMENT	\$ 85.00

ATTACHMENT A
Chicago Housing Authority
IFB-Event No. 61 for Judge Fisher Apartments
Addendum No. 2, December 15, 2014

DIV 12	DIVISION 12 – FURNISHINGS	\$.00 W/DIV 10
DIV 21	DIVISION 21 - FIRE PROTECTION Any costs <u>in addition to</u> Divisions 21a thru 21e	\$.00 W/DIV 21d
Div 21a	Division 21a - Fire Protection Demolition	\$.00 W/DIV 21d
Div 21b	Division 21b - Fire Protection Fire Pump & Controller	\$.00 W/DIV 21d
Div 21c	Division 21c - Fire Protection Fire Extinguishers	\$.00 W/DIV 10
Div 21d	Division 21d - Fire Protection Phase 1 & 2 Sprinkler System including piping, heads, and accessories	\$.00 630,574.00
Div 21e	Division 21e - Fire Protection Phase 3 & 4 Sprinkler System including piping, heads, and accessories	\$.00 W/DIV 21d
DIV 22	DIVISION 22 - PLUMBING Any costs <u>in addition to</u> Divisions 22a thru 22e	\$.00 W/DIV 22b
Div 22a	Division 22a – Plumbing Demolition	\$.00 W/DIV 22b
Div 22b	Division 22b – Plumbing Hot & Cold Domestic Water Piping	\$.00 42,850.00
Div 22c	Division 22c – Plumbing Waste & Vent Piping	\$.00 W/DIV 22b
Div 22d	Division 22d – Plumbing Storm Piping	\$.00 W/DIV 22b
Div 22e	Division 22e – Plumbing Plumbing Fixtures	\$.00 W/DIV 22b
DIV 23	DIVISION 23- HVAC Any costs <u>in addition to</u> Divisions 23a thru 23o	\$.00 3,148,205
Div 23a	Division 23a – HVAC Pumps	\$.00 W/DIV 23

ATTACHMENT A
Chicago Housing Authority
IFB-Event No. 61 for Judge Fisher Apartments
Addendum No. 2, December 15, 2014

Div 23b	Division 23b – HVAC Cooling Tower	\$ W/DIV 23 .00
Div 23c	Division 23c – HVAC Make-up Air Unit	\$ W/DIV 23 .00
Div 23d	Division 23d – HVAC Finned Tube Heaters, Cabinet Heaters, and Unit Heaters.	\$ W/DIV 23 .00
Div 23e	Division 23e – HVAC Phase 1 & 2 Heat Pumps	\$ W/DIV 23 .00
Div 23f	Division 23f – HVAC Phase 3 & 4 Heat Pumps	\$ W/DIV 23 .00
Div 23g	Division 23g – HVAC Phase 1 & 2 Hydronic Piping	\$ W/DIV 23 .00
Div 23h	Division 23h – HVAC Phase 3 & 4 Hydronic Piping	\$ W/DIV 23 .00
Div 23i	Division 23i – HVAC Phase 1 & 2 Ductwork	\$ W/DIV 23 .00
Div 23j	Division 23j – HVAC Phase 3 & 4 Ductwork	\$ W/DIV 23 .00
Div 23k	Division 23k – HVAC Gas Piping system, including Gas Boosters, etc.	\$ W/DIV 23 .00
Div 23l	Division 23l – HVAC Glycol Fill & Water Treatment	\$ W/DIV 23 .00
Div 23m	Division 23m – HVAC Phase 1 & 2 Testing, Adjusting, & Balancing	\$ W/DIV 23 .00
Div 23n	Division 23n – HVAC Phase 3 & 4 Testing, Adjusting, & Balancing	\$ W/DIV 23 .00
Div 23o	Division 23o – HVAC Mechanical Demolition	\$ 929,982 W/DIV 23 .00
DIV 26	DIVISION 26- ELECTRICAL Any costs <u>in addition to</u> Divisions 26a thru 26e	\$ 929,982 .00
Div 26a	Division 26a – ELECTRICAL Clean all residential panels in accordance with new work Keynote #5	\$ W/DIV 26 .00

ATTACHMENT A
Chicago Housing Authority
IFB-Event No. 61 for Judge Fisher Apartments
Addendum No. 2, December 15, 2014

Div 26b	Division 26b – ELECTRICAL Interior Lighting	\$	W/DIV 26	.00
Div 26c	Division 26c – ELECTRICAL Switchboard modification	\$	W/DIV 26	.00
Div 26d	Division 26d – ELECTRICAL Low-Voltage Electrical Power Conductors and Cables	\$	W/DIV 26	.00
Div 26e	Division 26e – ELECTRICAL Raceways and Boxes	\$	W/DIV 26	.00
DIV 27	DIVISION 27- COMMUNICATION	\$	W/DIV 26	.00
DIV 28	DIVISION 28 – ELECTRONIC SAFETY AND SECURITY Any costs <u>in addition to</u> Divisions 28a and 28b	\$	W/DIV 26	.00
Div 28a	DIVISION 28a – ELECTRONIC SAFETY AND SECURITY Video Surveillance	\$	W/DIV 26	.00
Div 28b	DIVISION 28b – ELECTRONIC SAFETY AND SECURITY Digital, Addressable Fire-Alarm and One-Two way voice system	\$	W/DIV 26	.00
DIV 31	DIVISION 31 - EARTHWORK	\$	W/DIV 03a	.00
DIV 32	DIVISION 32- EXTERIOR IMPROVEMENTS Any costs <u>in addition to</u> Divisions 32a thru 32c	\$	15,000.00	.00
Div 32a	Division 32a – EXTERIOR IMPROVEMENTS Concrete Paving	\$	W/DIV 03a	.00
Div 32b	Division 32b – EXTERIOR IMPROVEMENTS Chain Link Fence and Gates	\$	3,195.00	.00
Div 32c	Division 32c – EXTERIOR IMPROVEMENTS Decorative Fence and Gates	\$	W/DIV 32b	.00

ATTACHMENT A
Chicago Housing Authority
IFB-Event No. 61 for Judge Fisher Apartments
Addendum No. 2, December 15, 2014

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.	\$ 200,000.00
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.	\$ 202,491.00
PROFIT	\$ 506,227.00
LUMP SUM BASE BID TOTAL (Please enter amount on Page 1)	\$ 10,537,000.00

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

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

SCHEDULE OF DEDUCTIVE ALTERNATES

NOT APPLICABLE FOR THIS PROCUREMENT

**CHICAGO HOUSING AUTHORITY
IFB # 61**

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

SCHEDULE OF CHANGE ORDER PRICES

NOT APPLICABLE FOR THIS PROCUREMENT

CHICAGO HOUSING AUTHORITY
IFB # 61

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

Division	Section Title
Volume 1 (Divisions 00 - 14)	

PROCUREMENT AND CONTRACTING DOCUMENTS GROUP

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

003132	GEOTECHNICAL DATA	003132-1 thru 1
	SUBSTRUCTURAL SUBSURFACE SOIL INVESTIGATION	1 thru 6
007000	GENERAL CONDITIONS	007000-1 thru 1

DIVISION 01 - GENERAL REQUIREMENTS

011000	SUMMARY	011000-1 thru 4
012000	PRICE AND PAYMENT PROCEDURES	012000-1 thru 2
013000	ADMINISTRATIVE REQUIREMENTS	013000-1 thru 3
013233	PHOTOGRAPHIC DOCUMENTATION	013233-1 thru 2
014000	QUALITY REQUIREMENTS	014000-1 thru 6
014200	REFERENCES	014200-1 thru 3
015000	TEMPORARY FACILITIES AND CONTROLS	015000-1 thru 2
	CHA - MINIMUM STANDARDS FOR CONSTRUCTION DUST CONTROL IN REHABILITATION WORK	1 thru 2
016000	PRODUCT REQUIREMENTS	016000-1 thru 2
017000	EXECUTION AND CLOSEOUT REQUIREMENTS	017000-1 thru 4
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	017419-1 thru 3

DIVISION 02 - EXISTING CONDITIONS

NOT APPLICABLE

DIVISION 03 - CONCRETE

030150	FRP STRENGTHENING OF CONCRETE	030150-1 thru 10
	GROUND PENETRATING RADAR EXAMINATION	1 thru 44
033000	CAST-IN-PLACE CONCRETE	033000-1 thru 3

DIVISION 04 - MASONRY

042000	UNIT MASONRY	042000-1 thru 8
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DIVISION 05 - METALS

051200	STRUCTURAL STEEL	051200-1 thru 13
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CHICAGO HOUSING AUTHORITY
IFB # 61

Division	Section Title	
054000	COLD-FORMED METAL FRAMING	054000-1 thru 4
055119	METAL GRATING STAIRS	055119-1 thru 3
055213	PIPE AND TUBE RAILINGS	055213-1 thru 4
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES		
061000	ROUGH CARPENTRY	061000-1 thru 2
061600	SHEATHING	061600-1 thru 2
064023	INTERIOR ARCHITECTURAL WOODWORK	064023-1 thru 3
DIVISION 07 - THERMAL AND MOISTURE PROTECTION		
070150.19	PREPARATION FOR REROOFING	070150.19-1 thru 5
071416	COLD FLUID-APPLIED WATERPROOFING	071416-1 thru 2
071800	TRAFFIC COATINGS	071800-1 thru 3
072100	THERMAL INSULATION	072100-1 thru 3
075552	MODIFIED BITUMINOUS PROTECTED MEMBRANE ROOFING	075552-1 thru 9
077100	ROOF SPECIALTIES	077100-1 thru 7
077200	ROOF ACCESSORIES	077200-1 thru 7
078413	PENETRATION FIRESTOPPING	078413-1 thru 1
079200	JOINT SEALANTS	079200-1 thru 2
DIVISION 08 - OPENINGS		
081113	HOLLOW METAL DOORS AND FRAMES	081113-1 thru 6
081416	FLUSH WOOD DOORS	081416-1 thru 4
083113	ACCESS DOORS AND FRAMES	083113-1 thru 3
084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	084113-1 thru 6
084413	GLAZED ALUMINUM CURTAIN WALLS	084413-1 thru 6
085113	ALUMINUM WINDOWS	085113-1 thru 5
087111	DOOR HARDWARE	087111-1 thru 7
087113	AUTOMATIC DOOR OPERATORS	087113-1 thru 4
088000	GLAZING	088000-1 thru 2
089000	LOUVERS AND VENTS	089000-1 thru 2
DIVISION 09 - FINISHES		
092116.23	GYPSUM BOARD SHAFT WALL ASSEMBLIES	092116.23-1 thru 3
092216	NON-STRUCTURAL METAL FRAMING	092216-1 thru 2
092900	GYPSUM BOARD	092900-1 thru 2
095113	ACOUSTICAL PANEL CEILINGS	095113-1 thru 2
096513	RESILIENT BASE AND ACCESSORIES	096513-1 thru 2
096519	RESILIENT TILE FLOORING	096519-1 thru 3
099100	PAINTING	099100-1 thru 3
DIVISION 10 - SPECIALTIES		
101400	SIGNAGE	101400-1 thru 2
102600	WALL AND DOOR PROTECTION	102600-1 thru 4

IFB # 61 Judge Fisher Apartments 5821 N. Broadway_2014_1121

CHICAGO HOUSING AUTHORITY
IFB #61

Division	Section Title	
104413	FIRE PROTECTION CABINETS	104413-1 thru 2
104416	FIRE EXTINGUISHERS	104416-1 thru 1
108200	LOUVERED ROOF TOP EQUIPMENT SCREENS	108200-1 thru 3

DIVISION 11 - EQUIPMENT

NOT APPLICABLE

DIVISION 12 - FURNISHINGS

NOT APPLICABLE

DIVISION 13 - SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14 - CONVEYING EQUIPMENT

NOT APPLICABLE

Volume 2 (Divisions 21 - 32)

DIVISION 21 - FIRE SUPPRESSION

210513	COMMON MOTOR REQUIREMENTS FOR FIRE SUPPRESSION EQUIPMENT	210513-1 thru 3
210517	SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING	210517-1 thru 5
210518	ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING	210518-1 thru 2
210523	GENERAL-DUTY VALVES FOR WATER BASED FIRE PROTECTION PIPING	210523-1 thru 9
210553	IDENTIFICATION FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	210553-1 thru 6
211200	FIRE-SUPPRESSION STANDPIPES	211200-1 thru 9
211313	WET-PIPE SPRINKLER SYSTEMS	211313-1 thru 15
213113	ELECTRIC DRIVE, CENTRIFUGAL FIRE PUMPS	213113-1 thru 6
213900	CONTROLLERS FOR FIRE-PUMP DRIVERS	213900-1 thru 9

DIVISION 22 - PLUMBING

220517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	220517-1 thru 4
220518	ESCUTCHEONS FOR PLUMBING PIPING	220518-1 thru 2
220523.12	BALL VALVES FOR PLUMBING PIPING	220523.12-1 thru 7
220523.14	CHECK VALVES FOR PLUMBING PIPING	220523.14-1 thru 6
220523.15	GATE VALVES FOR PLUMBING PIPING	220523.15-1 thru 6
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	220529-1 thru 7
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	220553-1 thru 5
220719	PLUMBING PIPING INSULATION	220719-1 thru 19
221116	DOMESTIC WATER PIPING	221116-1 thru 8
221119	DOMESTIC WATER PIPING SPECIALTIES	221119-1 thru 6
221316	SANITARY WASTE AND VENT PIPING	221316-1 thru 8
221319	SANITARY WASTE PIPING SPECIALTIES	221319-1 thru 6
221413	FACILITY STORM DRAINAGE PIPING	221413-1 thru 7
221423	STORM DRAINAGE PIPING SPECIALTIES	221423-1 thru 3

DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING

230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	230513-1 thru 3
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IFB # 61 Judge Fisher Apartments 5821 N. Broadway_2014_1121

CHICAGO HOUSING AUTHORITY
IFB # 61

Division	Section Title	
230516	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING	230516-1 thru 7
230517	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	230517-1 thru 5
230518	ESCUTCHEONS FOR HVAC PIPING	230518-1 thru 2
230519	METERS AND GAGES FOR HVAC PIPING	230519-1 thru 8
230523	GENERAL-DUTY VALVES FOR HVAC PIPING	230523-1 thru 25
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	230529-1 thru 11
230548.13	VIBRATION CONTROLS FOR HVAC	230548.13-1 thru 8
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	230553-1 thru 6
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	230593-1 thru 17
230713	DUCT INSULATION	230713-1 thru 20
230716	HVAC EQUIPMENT INSULATION	230716-1 thru 22
230719	HVAC PIPING INSULATION	230719-1 thru 23
230900	INSTRUMENTATION AND CONTROL FOR HVAC	230900-1 thru 26
230993.11	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS	230993.11-1 thru 7
231123	FACILITY NATURAL-GAS PIPING	231123-1 thru 13
232113	HYDRONIC PIPING	232113-1 thru 11
232116	HYDRONIC PIPING SPECIALTIES	232116-1 thru 8
232123	HYDRONIC PUMPS	232123-1 thru 6
232513	WATER TREATMENT FOR CLOSED-LOOP HYDRONIC SYSTEMS	232513-1 thru 5
233113	METAL DUCTS	233113-1 thru 15
233300	AIR DUCT ACCESSORIES	233300-1 thru 14
233423	HVAC POWER VENTILATORS	233423-1 thru 5
233713	DIFFUSERS, REGISTERS, AND GRILLES	233713-1 thru 5
236500	COOLING TOWERS	236500-1 thru 10
237433	OUTDOOR PACKAGED HEATING & COOLING UNITS - 100% OUTDOOR AIR	237433-1 thru 14
238146.13	WATER-TO-AIR HEAT PUMPS	238146.13-1 thru 13
238236	FINNED-TUBE RADIATION HEATERS	238236-1 thru 4
238239.13	CABINET UNIT HEATERS	238239.13-1 thru 6
238239.16	PROPELLER UNIT HEATERS	238239.16-1 thru 5
DIVISION 26 - ELECTRICAL		
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	260519-1 thru 4
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	260526-1 thru 4
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	260529-1 thru 4
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	260533-1 thru 7
260544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING	260544-1 thru 4
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	260553-1 thru 8
260923	LIGHTING CONTROL DEVICES	260923-1 thru 3
262416	PANELBOARDS	262416-1 thru 10
262726	WIRING DEVICES	262726-1 thru 6
262813	FUSES	262813-1 thru 3
262816	ENCLOSED SWITCHES	262816-1 thru 6
265100	INTERIOR LIGHTING	265100-1 thru 7
DIVISION 27 - COMMUNICATIONS		
271500	COMMUNICATIONS HORIZONTAL CABLING	271500-1 thru 9

CHICAGO HOUSING AUTHORITY
IFB # 61

Division	Section Title
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DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

282300	VIDEO SURVEILLANCE	282300-1 thru 8
283111	DIGITAL ADDRESSABLE FIRE-ALARM AND ONE/TWO WAY VOICE SYSTEM	283111-1 thru 24

DIVISION 31 - EARTHWORK

NOT APPLICABLE

DIVISION 32 - EXTERIOR IMPROVEMENTS

NOT APPLICABLE

XIII. 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-000	G-000	ISSUE FOR BID AND PERMIT	11.20.14
02.	G-100	CODE MATRIX AND ADA MOUNTING HEIGHTS	ISSUE FOR BID AND PERMIT	11.20.14
03.	G-101	UNIT ACCESS. LOCATION PLAN	ISSUE FOR BID AND PERMIT	11.20.14
04.	G-102	LIFE SAFETY PLANS	ISSUE FOR BID AND PERMIT	11.20.14
05.	G-103	LOGISTICS PLAN	ISSUE FOR BID AND PERMIT	11.20.14
06.	G-104	LOGISTICS PLAN CONT.	ISSUE FOR BID AND PERMIT	11.20.14
07.	C-100	SURVEY	ISSUE FOR BID AND PERMIT	11.20.14
08.	A-100	SITE PLAN	ISSUE FOR BID AND PERMIT	11.20.14
09.	A-101	GROUND FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
10.	A-102	2ND FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
11.	A-103	3RD FLOOR PLAN DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
12.	A-104	4TH & 5TH FLOOR PLAN DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
13.	A-105	6TH-8TH FLOOR PLAN DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
14.	A-106	9TH-11TH FLOOR PLAN DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
15.	A-107	12TH-19TH FLOOR PLAN DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
16.	A-108	20TH FLOOR PLAN DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
17.	A-109	21ST FLOOR PLAN DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
18.	A-110	22ND FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
19.	A-111	LOWER ROOF PLANS DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
20.	A-112	UPPER ROOF PLANS DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
21.	A-113	GROUND FLOOR REFL. CLNG DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
22.	A-114	2ND FLOOR REFL. CLNG NEW AND TYP. FLOOR REFL. CLNG DEMO	ISSUE FOR BID AND PERMIT	11.20.14
23.	A-114A	3RD FLOOR AND 4TH-5TH FLOOR REFL. CLNG.	ISSUE FOR BID AND PERMIT	11.20.14
24.	A-114B	6TH-8TH FLOOR AND 9TH-11TH FLOOR REFL. CLNG.	ISSUE FOR BID AND PERMIT	11.20.14
25.	A-114C	12TH-19TH FLOOR AND 20TH FLOOR REFL. CLNG.	ISSUE FOR BID AND PERMIT	11.20.14
26.	A-115	21ST FLOOR REFL. CLNG DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
27.	A-116	22ND FLOOR REFL. CLNG DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
28.	A-200	EXTERIOR ELEV - DEMO	ISSUE FOR BID AND PERMIT	11.20.14
29.	A-201	EXTERIOR ELEV - DEMO	ISSUE FOR BID AND PERMIT	11.20.14
30.	A-202	EXTERIOR ELEV - NEW	ISSUE FOR BID AND PERMIT	11.20.14
31.	A-203	EXTERIOR ELEV - NEW	ISSUE FOR BID AND PERMIT	11.20.14
32.	A-300	EXT. DETAILS - DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
33.	A-301	GROUND FLOOR DETAILS	ISSUE FOR BID AND PERMIT	11.20.14

PDF Page #	PDF No.	Sheet Title	Version	Version Date
34.	A-302	ROOF DETAILS	ISSUE FOR BID AND PERMIT	11.20.14
35.	A-303	ROOF DETAILS	ISSUE FOR BID AND PERMIT	11.20.14
36.	A-304	ROOFTOP EQUIPMENT DETAILS	ISSUE FOR BID AND PERMIT	11.20.14
37.	A-400	WINDOW TYPES	ISSUE FOR BID AND PERMIT	11.20.14
38.	A-401	WINDOW DETAILS	ISSUE FOR BID AND PERMIT	11.20.14
39.	A-500	INTERIOR ELEVATIONS	ISSUE FOR BID AND PERMIT	11.20.14
40.	A-600	INTERIOR DETAILS	ISSUE FOR BID AND PERMIT	11.20.14
41.	A-601	FIRESTOP DETAILS	ISSUE FOR BID AND PERMIT	11.20.14
42.	A-602	CEILING AND SOFFIT DETAILS	ISSUE FOR BID AND PERMIT	11.20.14
43.	A-700	PARTITION TYPES / DOOR SCHEDULE	ISSUE FOR BID AND PERMIT	11.20.14
44.	I-101	GROUND FLOOR FINISH PLAN	ISSUE FOR BID AND PERMIT	11.20.14
45.	I-102	TYPICAL FLOOR FINISH PLAN	ISSUE FOR BID AND PERMIT	11.20.14
46.	I-103	TYPICAL FLOOR FINISH PLAN	ISSUE FOR BID AND PERMIT	11.20.14
47.	I-104	22ND FLOOR FINISH PLAN	ISSUE FOR BID AND PERMIT	11.20.14
48.	I-200	FINISH SCHEDULE	ISSUE FOR BID AND PERMIT	11.20.14
49.	S-101	SECOND FLOOR REINFORCING PLAN	ISSUE FOR BID AND PERMIT	11.20.14
50.	S-102	TYPICAL FLOOR REINFORCING PLAN	ISSUE FOR BID AND PERMIT	11.20.14
51.	S-103	SOLARIUM FLOOR REINFORCING PLAN	ISSUE FOR BID AND PERMIT	11.20.14
52.	S-104	UPPER ROOF REINFORCING PLAN	ISSUE FOR BID AND PERMIT	11.20.14
53.	S-105	COOLING TOWER STRUCTURE	ISSUE FOR BID AND PERMIT	11.20.14
54.	S-106	MAKE-UP AIR UNIT STRUCTURE	ISSUE FOR BID AND PERMIT	11.20.14
55.	M-000	SYMBOLS, ABBREVIATIONS, GENERAL NOTES	ISSUE FOR BID AND PERMIT	11.20.14
56.	M-100	CRAWL SPACE MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14
57.	M-101.1	GROUND FLOOR FINNED TUBE PLANS	ISSUE FOR BID AND PERMIT	11.20.14
58.	M-101.2	GROUND FLOOR PIPING PLANS	ISSUE FOR BID AND PERMIT	11.20.14
59.	M-101.3	GROUND FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
60.	M-101.4	MECHANICAL RM PIPING ENLARGED PLANS	ISSUE FOR BID AND PERMIT	11.20.14
61.	M-102	2ND FLOOR MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14
62.	M-103	3RD FLOOR MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14
63.	M-104	4TH & 5TH FLOOR MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14
64.	M-105	6TH-8TH FLOOR MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14
65.	M-106	9TH-11TH FLOOR MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14
66.	M-107	12TH-19TH FLOOR MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14
67.	M-108	20TH FLOOR MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14
68.	M-109	21ST FLOOR MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14
69.	M-109.1	21ST FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
70.	M-110	22ND FLOOR AND PENTHOUSES MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14
71.	M-111	ROOF MECHANICAL PLANS	ISSUE FOR BID AND PERMIT	11.20.14

PDF Page #	PDF No.	Sheet Title	Version	Version Date
72.	M-201	MECHANICAL CONDENSER WATER RISER DIAGRAM	ISSUE FOR BID AND PERMIT	11.20.14
73.	M-202	MECHANICAL PIPING FLOW DIAGRAM	ISSUE FOR BID AND PERMIT	11.20.14
74.	M-203	HOT WATER PIPING AND MAU RISER DIAGRAM	ISSUE FOR BID AND PERMIT	11.20.14
75.	M-301	EQUIPMENT SCHEDULES	ISSUE FOR BID AND PERMIT	11.20.14
76.	M-302	MAU AND TOWER SECTION DETAILS	ISSUE FOR BID AND PERMIT	11.20.14
77.	M-401	MECHANICAL DETAILS	ISSUE FOR BID AND PERMIT	11.20.14
78.	M-402	MECHANICAL DETAILS	ISSUE FOR BID AND PERMIT	11.20.14
79.	M-501	VENTILATION SCHEDULES	ISSUE FOR BID AND PERMIT	11.20.14
80.	M-502	VENTILATION SCHEDULES	ISSUE FOR BID AND PERMIT	11.20.14
81.	M-503	VENTILATION SCHEDULES	ISSUE FOR BID AND PERMIT	11.20.14
82.	M-504	VENTILATION SCHEDULES	ISSUE FOR BID AND PERMIT	11.20.14
83.	M-505	VENTILATION SCHEDULES	ISSUE FOR BID AND PERMIT	11.20.14
84.	M-506	VENTILATION SCHEDULES	ISSUE FOR BID AND PERMIT	11.20.14
85.	M-507	VENTILATION SCHEDULES	ISSUE FOR BID AND PERMIT	11.20.14
86.	M-508	VENTILATION SCHEDULES	ISSUE FOR BID AND PERMIT	11.20.14
87.	M-601	BAS DIAGRAMS	ISSUE FOR BID AND PERMIT	11.20.14
88.	M-602	BAS DIAGRAMS	ISSUE FOR BID AND PERMIT	11.20.14
89.	M-603	EXISTING CONTROL DIAGRAM	ISSUE FOR BID AND PERMIT	11.20.14
90.	E-000	SYMBOLS, ABBREVIATIONS, GENERAL NOTES	ISSUE FOR BID AND PERMIT	11.20.14
91.	E-001	SINGLE LINE DIAGRAM	ISSUE FOR BID AND PERMIT	11.20.14
92.	E-100	CRAWL SPACE DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
93.	E-101	GROUND FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
94.	E-101F	GROUND FLOOR FIRE ALARM DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
95.	E-102	2ND FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
96.	E-102F	2ND FLOOR FIRE ALARM DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
97.	E-103	3RD FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
98.	E-103F	3RD FLOOR FIRE ALARM DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
99.	E-104	4TH & 5TH FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
100.	E-104F	4TH & 5TH FLOOR FIRE ALARM DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
101.	E-105	6TH-8TH FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
102.	E-105F	6TH-8TH FLOOR FIRE ALARM DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
103.	E-106	9TH-11TH FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
104.	E-106F	9TH-11TH FLOOR FIRE ALARM DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
105.	E-107	12TH-19TH FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
106.	E-107F	12TH-19TH FLOOR FIRE ALARM DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
107.	E-108	20TH FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
108.	E-108F	20TH FLOOR FIRE ALARM DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
109.	E-109	21ST FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
110.	E-109F	21ST FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
111.	E-110	22ND FLOOR AND PENTHOUSES DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
112.	E-110F	22ND FLOOR AND PENTHOUSES FA DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14

PDF Page #	PDF No.	Sheet Title	Version	Version Date
113.	E-111	ROOF PLANS	ISSUE FOR BID AND PERMIT	11.20.14
114.	E-112	GROUND FLOOR RCP	ISSUE FOR BID AND PERMIT	11.20.14
115.	E-113	TYPICAL FLOOR REFL CLG. PLAN	ISSUE FOR BID AND PERMIT	11.20.14
116.	E-114	21ST FLOOR REFL CLG. PLAN	ISSUE FOR BID AND PERMIT	11.20.14
117.	E-115	22ND FLOOR REFL CLG. PLAN	ISSUE FOR BID AND PERMIT	11.20.14
118.	E-301	SCHEDULES	ISSUE FOR BID AND PERMIT	11.20.14
119.	E-401	SECURITY SYSTEM DETAILS AND FA RISER DIAGRAM	ISSUE FOR BID AND PERMIT	11.20.14
120.	FP-000	SYMBOLS, ABBREVIATIONS, GENERAL NOTES	ISSUE FOR BID AND PERMIT	11.20.14
121.	FP-101	GROUND FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
122.	FP-102	2ND FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
123.	FP-103	3RD FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
124.	FP-104	4TH-5TH FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
125.	FP-105	6TH-8TH FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
126.	FP-106	9TH-11TH FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
127.	FP-107	12TH-19H FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
128.	FP-108	20TH FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
129.	FP-109	21ST FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
130.	FP-110	22ND FLOOR AND PENTHOUSES DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
131.	FP-401	FIRE PUMP ROOM FIRE PROTECTION PLANS	ISSUE FOR BID AND PERMIT	11.20.14
132.	P-000	SYMBOLS, ABBREVIATIONS, GENERAL NOTES	ISSUE FOR BID AND PERMIT	11.20.14
133.	P-101	GROUND FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
134.	P-102	2ND FLOOR DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
135.	P-103	3RD THRU 21ST FLOOR PLUMBING PLANS	ISSUE FOR BID AND PERMIT	11.20.14
136.	P-110	22ND FLOOR AND PENTHOUSES DEMO AND NEW	ISSUE FOR BID AND PERMIT	11.20.14
137.	P-111	ROOF PLUMBING PLANS	ISSUE FOR BID AND PERMIT	11.20.14
138.	P-401	PLUMBING DETAILS	ISSUE FOR BID AND PERMIT	11.20.14

XIV. 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.

XV. 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

XVI. 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) MWDDBE 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
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.

Madison Construction

(Business/Contractor's Name)

By: 

(Signature)

DATE: DEC 19 2014

Robert Ferrino

(Printed or Typed Name)

Title: President

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

Address: 15657 South 70th Court

City, State, Zip: Orland Park, IL 60462

Taxpayer ID. No: [REDACTED]

Telephone No: (708) 535-7716

Fax No: (708) 535-7791

Email: rob.ferrino@madisonconstruction.net

104243

(Vendor Code)

11546

(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 ten million five hundred and thirty seven thousand dollars (\$ 10,537,000.00) subject to the terms, conditions and requirements contained in the "Contract Documents".

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

The Term of this Contract is five hundred and forty days (540) The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY

By: 

Dionna Brookens

Date Signed: 3/6/15

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

IFB # 61 Judge Fisher Apartments 5821 N. Broadway_2014_1121

(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.

Subscribed and sworn to before me

this 19 day of December, 2014

My Commission Expires:

January 20, 2016


(Notary Public)

OFFICIAL SEAL
BEVERLY J. CORA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN 20, 2016



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 Services	Yes	Yes	No
Construction	Yes	Yes	Yes

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

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

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

Required M/W/DBE Documents:

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

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



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/DSE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

OFFER/CONTRACT/PURCHASE ORDER NO. IFB Event No. 61 DATE FORM PREPARED 12-18-14
PROJECT TITLE: Judge Fisher Apartments, 8821 N Broadway
PRIME CONTRACTOR NAME: Madison Construction
ADDRESS: 15657 South 70th Court, Oakland Park, IL 60467 PHONE: 708.535.7716
CONTACT NAME/TITLE: Roberto Parrino, President
E-MAIL ADDRESS: rob.parrino@madisonconstruction.net
RACE: Caucasian Gender: Male
FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO.: [REDACTED]

CONTRACT AMOUNT: \$ 10,537,000

M/W/DSE TOTAL: \$ 4,267,761

M/W/DSE TOTAL PERCENTAGE: 40.6%

NOTE: The M/W/DSE 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/DSE participation, first consider Direct Participation with M/W/DSE 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/DSE commitment goals, through indirect participation by contracting with M/W/DSEs 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/DSE 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/DSEs 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 (WBOC), 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: Galomex Construction
ADDRESS: 14620 S. 108th Ave., Orland Park, IL 60467
CONTACT PERSON: Rudy Magana TELEPHONE: 708-431-1140
E-MAIL ADDRESS: galomex@yahoo.com
ORIGINAL M/W/DBE DOLLAR VALUE: 1,168,261 % of Total Contract Value: 12.8
ADJUSTED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Adjusted dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Carpentry

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

B. COMPANY NAME: UBM Mechanical Services
ADDRESS: 167 East St., Carol Stream, IL 60188
CONTACT PERSON: Joe Smiley TELEPHONE: 630-201-0547
E-MAIL ADDRESS: j.smiley@ubmusa.com
ORIGINAL M/W/DBE DOLLAR VALUE: 9,000,000 % of Total Contract Value: 28.98
ADJUSTED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Adjusted dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

HVAC

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

C. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
ADJUSTED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Adjusted 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/DSE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

D. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ **TELEPHONE:** _____
E-MAIL ADDRESS: _____
GENERAL M/W/DSE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
ADDITIONAL M/W/DSE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
NOTE: Additional dollar value only used when charges are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Anticipated Performance Timeline (When will the contractor be able to perform the work and for how long): _____
E. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ **TELEPHONE:** _____
E-MAIL ADDRESS: _____
GENERAL M/W/DSE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
ADDITIONAL M/W/DSE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
NOTE: Additional dollar value only used when charges are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Anticipated Performance Timeline (When will the contractor be able to perform the work and for how long): _____
F. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ **TELEPHONE:** _____
E-MAIL ADDRESS: _____
GENERAL M/W/DSE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
ADDITIONAL M/W/DSE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
NOTE: Additional dollar value only used when charges are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Anticipated Performance Timeline (When will the contractor be able to perform the work and for how long): _____

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division
SCHEDULE A - M/W/DSE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

G. COMPANY NAME: [REDACTED]
ADDRESS: [REDACTED]
CONTACT PERSON: [REDACTED] **TELEPHONE:** [REDACTED]
E-MAIL ADDRESS: [REDACTED]
ORIGINAL M/W/DSE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
ADJUSTED M/W/DSE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
NOTE: Adjusted dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: [REDACTED]
Anticipated Performance Timeline: (When will the contractor be onsite performing the work and for how long?) [REDACTED]

H. COMPANY NAME: [REDACTED]
ADDRESS: [REDACTED]
CONTACT PERSON: [REDACTED] **TELEPHONE:** [REDACTED]
E-MAIL ADDRESS: [REDACTED]
ORIGINAL M/W/DSE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
ADJUSTED M/W/DSE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
NOTE: Adjusted dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: [REDACTED]
Anticipated Performance Timeline: (When will the contractor be onsite performing the work and for how long?) [REDACTED]

I. COMPANY NAME: [REDACTED]
ADDRESS: [REDACTED]
CONTACT PERSON: [REDACTED] **TELEPHONE:** [REDACTED]
E-MAIL ADDRESS: [REDACTED]
ORIGINAL M/W/DSE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
ADJUSTED M/W/DSE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
NOTE: Adjusted dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: [REDACTED]
Anticipated Performance Timeline: (When will the contractor be onsite performing the work and for how long?) [REDACTED]

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Compliance Division
SCHEDULE A - M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

II. INDIRECT PARTICIPATION

A. COMPANY NAME: [REDACTED]
ADDRESS: [REDACTED]
CONTACT PERSON: [REDACTED] **TELEPHONE:** [REDACTED]
FAX/MAIL ADDRESS: [REDACTED]
GENERAL M/W/DBE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
ANTICIPATED M/W/DBE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
NOTE: Anticipated dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED: MATERIALS SUPPLY: [REDACTED]
Anticipated Performance Thresholds (When will the contractor be ready performing the work and for how long): [REDACTED]

B. COMPANY NAME: [REDACTED]
ADDRESS: [REDACTED]
CONTACT PERSON: [REDACTED] **TELEPHONE:** [REDACTED]
FAX/MAIL ADDRESS: [REDACTED]
GENERAL M/W/DBE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
ANTICIPATED M/W/DBE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
NOTE: Anticipated dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED: MATERIALS SUPPLY: [REDACTED]
Anticipated Performance Thresholds (When will the contractor be ready performing the work and for how long): [REDACTED]

C. COMPANY NAME: [REDACTED]
ADDRESS: [REDACTED]
CONTACT PERSON: [REDACTED] **TELEPHONE:** [REDACTED]
FAX/MAIL ADDRESS: [REDACTED]
GENERAL M/W/DBE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
ANTICIPATED M/W/DBE DOLLAR VALUE: [REDACTED] **% of Total Contract Value:** [REDACTED]
NOTE: Anticipated dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED: MATERIALS SUPPLY: [REDACTED]
Anticipated Performance Thresholds (When will the contractor be ready performing the work and for how long): [REDACTED]

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

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

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

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

SCHEDULE A - M/W/DSE 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, subcontractor agreements, purchase orders reflecting the CHA, CHA, or Purchase Order Number shall be forwarded to the Department of Procurement and Contracts Compliance Division, 60 East Van Buren, 15th Floor, Chicago, IL 60601.

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)

Madison Construction

AUTHORIZED OFFICER

Robert Ferrino

DEC 19 2014

Name

Signature

Date

NAME OF NOTARY (Print or Type)

Beverly J. Cora

State of Illinois **County of** Cook

ON THIS 19th **DAY OF**

December

2014

PERSON ME APPEARED (NAME)

Robert Ferrino

TO ME PERSONALLY

KNOWN HIM, BEING FULLY INFORMED, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY

AUTHORIZED BY (NAME OF COMPANY) Madison Construction

TO EXECUTE THIS AFFIDAVIT AND DID SO AS

HE OR HER FREE ACT AND DEED. NOTARY PUBLIC

January 20, 2016

(SEAL) COMMISSION EXPIRES

OFFICIAL SEAL

BEVERLY J. CORA

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN 22, 2016

**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: Madison Construction

PROPOSAL/CONTRACT or PO NUMBER: IPR # 61-1121 **DATE FORM COMPLETED:** DEC 19 2014

PROJECT TITLE: Judge Fisher Apartments, 5821 N Broadway

CONTACT NAME/TITLE: Robert Ferrao, President

E-MAIL ADDRESS: rferrao@madisonconstruction.net

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

Compliance

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% Of all new hires	15% Of total contract value subcontracted	See Instructions
Other Contract (Including Professional Service)	All Contract Values	30% Of all new hires	5% Of total contract value subcontracted	See Instructions

Commonwealth of Massachusetts (CHA)
Department of Procurement and Contract Compliance Division

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

Instructions

Part I Hiring

- Per 24 CFR 115.20, Section 3 requires at least 50% of the contractor's new hires be Section 3 residents.
- The prime contractor is **REQUIRED** to fill out the Table 1a Hiring Chart - **SECTION 3 REQUIREMENTS** for both Prime and all Subcontractors in Part I Hiring. This chart includes Section 3 hires, **ALL NEW HIRES** at all other non-section 3 hires for the scope of work.
- Table 1a Hiring Chart Table Worksheet for both Prime and all Subcontractors is provided to you as a sample.
- Table 1a Hiring Chart Table Worksheet for both Prime and all Subcontractors will require you to indicate the total number of that you and your subcontractors already have in place and those you need to hire. You will need to fill out: (1) Job Title, (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 Category (1) through (5) individually, and (7) Total New Section 3 Hires Needed 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 higher subcontractors.
- The Hiring Chart must be completed in its entirety, including a response for each column, in addition to proper attachments to each table where notes 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 115.20, Section 3 requires Construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 5% of the work for all Other Contractors.
- The definition of "Section 3 Business Concerns" under HUD Regulations is:
 - (1) 51 percent or more owned by section 3 residents; or
 - (2) Wholly owned, full-time employees include persons, at least 25 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 amount of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) to this definition of "section 3 business concerns."
- Section 3 subcontracting refers to **direct subcontracting** (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 115.20.
- The Prime Contractor is required to fill out the contracting information in Table 1c: Contracting Commitments, Table 1a: Section 3 Business Concerns Contracts, Table 1b: Contracting Shortfall (if necessary), and/or Table 1c: Outreach Efforts (if necessary) of Part II.
- Table 1c 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 Concerns 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 B.A. Section 3 Business Concerns 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 B.B. Contracting Shortfall or Table B.C. Outreach Efforts must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 122.
 - When there is no plan or need to subcontract, please explain the reason(s) why in Table B.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 B.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 AND OPPORTUNITIES REPORT TO IDENTIFY AND MEET ANY AND ALL REQUIREMENTS, AND MUST NOT CONSIDER OR ANTICIPATE ANY ALTERNATE RESPONSE TO IDENTIFY REQUIREMENTS.**

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.
- **PRIME CONTRACTOR MUST HAVE THE ABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENTS AS SET BY REQUIREMENTS OUTLINED IN PART I, HIRING AND PART II, CONTRACTING SHORTFALL, 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 (10% 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 1% (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 1% (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.

**Criminal Justice Agency (CJA)
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 assigned under Order Bureau's 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 CJA, at any time.

Prime Contractor Acknowledgment of Section 3 Requirements

Signature of Principal of Contractor

Robert Ferris

Print Name

DEC 19 2014

Date

SCHEDULE G - SECTION 8 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

SAMPLE HIRING CHART

[illegible]

August 2, 2004

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

Table L1: Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors

New Hire 9 Mins Required (7) of column (5) = 0.5 rounded up to the nearest whole number		4
(8) Percentage of New Hires that are Section 9: (Total of column (5) + Total of column (7) = 100% as of 10		66%

August 22 2014

Outage Housing Agency (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:	\$ 1,267,761
Total Percentage of Section 3 Business Concern Contracts:	12%

Table II.A- Section 3 Business Concern Contractors: 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)

COMPANY NAME:	Calomar Construction		
ADDRESS:	14920 S. 108th Ave. Oris 4 Park, IL 60467		
CONTACT PERSON:	Rudy Magana	TELEPHONE:	708-431-11
E-MAIL ADDRESS:	calomax1@yahoo.com		
ORIGINAL CONTRACT DOLLAR VALUE:	1,267,761		
AMENDED CONTRACT DOLLAR VALUE:			
NOTE: Amended dollar value only used when changes are made and approved by Compliance during a contract.			
WORK TO BE PERFORMED/MATERIALS SUPPLIED: Carpentry			
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): Andre Durnon			
COMPANY NAME:			
ADDRESS:			
CONTACT PERSON:		TELEPHONE:	
E-MAIL ADDRESS:			
ORIGINAL CONTRACT DOLLAR VALUE:			
AMENDED CONTRACT DOLLAR VALUE:			
NOTE: Amended dollar value only used when changes are made and approved by Compliance during a contract.			
WORK TO BE PERFORMED/MATERIALS SUPPLIED:			
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):			

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

Office of Management and Enterprise (OMA)
Department of Procurement and Contracts Compliance Division

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

Contract Section 3 Utilization Plan (Continued)

COMPANY NAME: [REDACTED]
ADDRESS: [REDACTED]
CONTACT PERSON: [REDACTED] TELEPHONE: [REDACTED]
CABLE ADDRESS: [REDACTED]
ORIGINAL CONTRACT DOLLAR VALUE: [REDACTED]
AMENDED CONTRACT DOLLAR VALUE: [REDACTED]
NOTE: Amended dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: [REDACTED]
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): [REDACTED]

COMPANY NAME: [REDACTED]
ADDRESS: [REDACTED]
CONTACT PERSON: [REDACTED] TELEPHONE: [REDACTED]
CABLE ADDRESS: [REDACTED]
ORIGINAL CONTRACT DOLLAR VALUE: [REDACTED]
AMENDED CONTRACT DOLLAR VALUE: [REDACTED]
NOTE: Amended dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: [REDACTED]
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): [REDACTED]

COMPANY NAME: [REDACTED]
ADDRESS: [REDACTED]
CONTACT PERSON: [REDACTED] TELEPHONE: [REDACTED]
CABLE ADDRESS: [REDACTED]
ORIGINAL CONTRACT DOLLAR VALUE: [REDACTED]
AMENDED CONTRACT DOLLAR VALUE: [REDACTED]
NOTE: Amended dollar value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: [REDACTED]
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): [REDACTED]

**Orange County Assessor (OCA)
Department of Prevention and Compliance Division**

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

Table 1.1a 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 Intranet.

--

Table 1.1a 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.

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

Connecticut 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 (80% OF NEW HIRES) AND/OR CONTRACTING (50%/50%) 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 training 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)

Complete this section if you are subcontracting work to a Section 3 business for work outside the scope of the contract.

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

Description to detail the work that will be performed by the Section 3 Student or Business Concern

Quantifiable Goals

Anticipated Results

**Casaco Housing Authority (CHA)
Department of Procurement and Contracts- Compliance Division**

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

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

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

Other Results-Oriented Economic Opportunities (Please Describe)	
<small>Note: Any part-time work can be approximated here.</small>	
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)**

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 Housing and Construction, you should indicate that in the other column.

Section 3 Fund	
<input type="checkbox"/> Housing and Construction 5% of total contract value (Construction) - Not to exceed \$100,000	<input type="checkbox"/> Other 5% of total contract value (Construction) - Not to exceed \$100,000
<input type="checkbox"/> Other 5% of total contract value (Construction) - Not to exceed \$100,000	<input type="checkbox"/> Other 5% of total contract value (Construction) - Not to exceed \$100,000

Contribution to Section 3 Fund

Amount of Contribution: \$100,000

Notwithstanding to whom the funds are paid, the CHA can deduct portions from each of ☐ 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, requests for specific awards, 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.

Medison Construction
 NAME OF PRIME CONTRACTOR (Print or Type)
Robert Ferrino
 NAME OF AUTHORIZED OFFICIAL
Beverly J. Cora Date **DEC 19 2014**
 NAME OF NOTARY (Print or Type)

STATE OF Illinois COUNTY OF Cook ON THIS 19 DAY OF December 20 14 BEFORE ME APPEARED (PRINT) **Robert Ferrino**

TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXHIBIT THE PERSON'S AFFIDAVIT, AND HE SWEARS THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER OFFICIAL SEAL.

NOTARY PUBLIC
 COMMISSION EXPIRES January 20, 2015

BEVERLY J. CORA
 NOTARY PUBLIC - STATE OF ILLINOIS
 MY COMMISSION EXPIRES JAN 20, 2015

INTERNAL CHA APPROVAL: Yusea Bennett DATE 12/30/14
 COMPLIANCE MANAGER'S SIGNATURE

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

CHICAGO Housing Authority (CHA)
Procurement & Contracts Department Contract Compliance Division

SCHEDULE C

Letter of Intent M/W/DBE and/or Section 8 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor and/or Self-Performing Prime Contractor)

M/W/DBE or SECTION 8 BUSINESS CONCERN NAME: UBM Mechanical

Certification Status (Check One) ☒ Joint ☐ WBE ☐ DBE

Section 8 Business Concern ☐ Yes ☒ No

NAME: [REDACTED] SPOUSE: Hispanic GENDER: Male

CONTACT PERSON: Joe Smily Sr. Project Manager

EMAIL ADDRESS: jsmily@ubm.com

IFB/RFI/CONTRACT OR PURCHASE ORDER NO.: IFB # EVENT NO. 01

PROJECT TITLE: Judge Fisher Apartments Base Form Construction 12-17-14

PRIME CONTRACTOR: Madison Construction 630-643-8382
(PHONE) (Sub / Supplier)

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)

Insulation

2. List subcontractor/vendor to be provided for the above-referenced contract:

HVAC

3. Indicate the total dollar value: \$ 3,000,000

4. Terms of the agreement (including but not limited to joint venture, subcontract, supplier or purchase order agreements on the above-referenced contract (if/when and other relevant details)

Chicago Housing Authority (CHA)
Procurement & Contracts Department Contract Compliance Division

SCHEDULE C
Letter of Intent M/W/DGE and/or Section 8 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 awarded 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 execute this affidavit.

UAM MECHANICAL SERVICES, INC.
(NAME OF SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

Raul Romero - President 12/17/14
(NAME OF AUTHORIZED PERSONNEL OR AGENT) (DATE)

Deanne Buyle
(NAME OF NOTARY - PRINT OR TYPE)

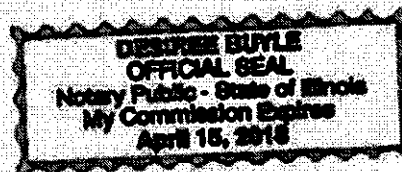
STATE OF Illinois COUNTY OF _____

ON THIS 17th DAY OF DECEMBER, 2014

BEFORE ME APPEARED (NAME) RAUL ROMERO
to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by UAM MECHANICAL SERVICES, INC. to execute the affidavit and did so as his or her lawful act and deed.

NOTARY PUBLIC: [Signature]
COMMISSION EXPIRES: 4/15/18

(FEE)





ILLINOIS

Fin. Order, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

February 14, 2014

Paul Benson
Ultra Mechanical Services
167 Eddy Street
Carol Stream, IL 60188-2314

Certification Term Expires: February 14, 2015

Dear Business Owner:

Re: MBE Recognition Certification Approval
(CMSDC)

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

SEP accepts the Chicago Minority Supplier Development Council's (CMSDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the CMSDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by SEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify SEP within two weeks. Failure to notify our office of changes will result in declassification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does ensure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be limited only toward Minority Business Enterprises (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (SEP) in the specialty area(s) of:

SERVICES, AIR CONDITIONING REPAIR
SERVICES, BOILER REPAIR
SERVICES, BOILERMAKERS & STEAM FITTERS
SERVICES, HEATING REPAIR
SERVICES, REFRIGERATOR REPAIR
SERVICES, VENTILATING

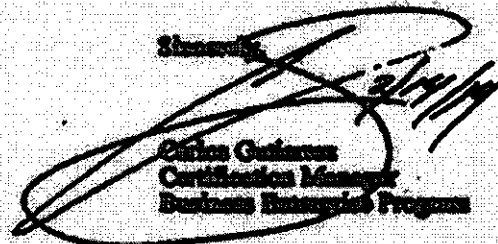
Please visit our website at www.sell.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, awards, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

100 W Randolph St., Suite 4-100, Chicago, IL 60601

Printed on Recycled Paper

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,

 3/14/14

Carlos Gutierrez
Certification Manager
Business Enterprise Program

(L211453)

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

SCHEDULE C

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

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: Galomax Corporation

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

Section 3 Business Concern: Yes ☒ NO ☐

FEEL: [REDACTED] ETHNICITY: Hispanic GENDER: Female

CONTACT NAME/TITLE: Rodolfo Magana / Vicepresident

E-MAIL ADDRESS: galomax1@yahoo.com

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: IFB # EVENT NO. 61

PROJECT TITLE: CHA Judge Fisher Apts DATE FORM COMPLETED: 12/04/2014

PRIME CONTRACTOR: Madison Construction 708-431-1140
(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:

CARPENTRY

3. Indicate the total dollar value: \$ 1,267,761

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)

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.

Galomex Corporation

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

[Signature]

12/04/2014

(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

(DATE)

[Signature]
Beverly J. Cora

(NAME OF NOTARY - PRINT OR TYPE)

STATE OF *Illinois* COUNTY OF *DeKalb*

ON THIS *4th* DAY OF *November* 20*14*

BEFORE ME APPEARED (NAME) *Rudy Magana*

to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by *Galomex Corp* to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC *[Signature]*

COMMISSION EXPIRES: *1-20-2015*

(SEAL)

OFFICIAL SEAL
BEVERLY J. CORA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN 20, 2015



ILLINOIS

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Pat Quinn, Governor

October 04, 2012

Sofia Esquivel
Galarmex Corp
14620 S 108 Ave
Orland Park, IL 60467-1910

Certification Term Expires: October 04, 2017

Dear Business Owner:

Re: MBE Full Certification Approval

Congratulations! We are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities.

Although your full certification is valid for a five-year term, you are required to submit an annual Affidavit of No-Change form 60 days prior to the anniversary day of your certification; you will be notified by BEP to update your certification as a condition of continued certification. It is your responsibility to ensure that your firm's certification remains current. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify this office within 14 business days of such changes. Failure to return the annual No-change Affidavit or notify our office of any changes will result in decertification of your firm.


Please be advised, while this certification does not guarantee you will receive a State contract, it does secure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, CONCRETE FINISHING
SERVICES, DEMOLITION
SERVICES, DRY WALL
GENERAL CONTRACTING
SERVICES, MISC.
SERVICES, PAINTING
SERVICES, ROOFING

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,


Gladys Rodriguez
Certification Manager
Business Enterprise Program

(L13MBE)

100 W Randolph St., Suite 4-100, Chicago, IL 60601

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CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: Madison Construction Company

Bidder/Proposer Address: 15657 South 70th Court
Orland Park, IL 60462

IFB/RFP NUMBER: Event No. 61—Judge Fisher Apartments

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

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

The undersigned Robert Ferrino as President
(Name) (Title)

and on behalf of Madison Construction Company ("Contractor") having been duly
(Business Name)

sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

Bidder/Proposer is a:	<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Sole Proprietor
(Check One)	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Not-for-Profit Corporation
	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>	Other

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

CONTRACTOR'S AFFIDAVIT

Average Annual Sales – Last 3 years: \$65,000,000
Current Net Worth: \$150,000,000 Date Business Started May, 2001

SECTION 1. FOR PROFIT CORPORATIONS

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

NAME (Print/Type)	Title (Print/Type)	NAME (Print/Type)	Title (Print/Type)
<u>Rob Ferrino</u>	<u>President</u>	_____	_____
<u>Harry L. Walder, Jr.</u>	<u>Exec VP</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
<u>Rob Ferrino</u>	<u>15657 S. 70th Court, Orland Park, IL 60462</u>	<u>100</u> %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other Corporations?
YES ☐ NO ☒
f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10%

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

CONTRACTOR'S AFFIDAVIT

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

NAME (PRINT/Type)	Address	Ownership Interest
<u>N/A</u>	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

SECTION 2. PARTNERSHIP

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

NAME OF PARTNERS (Print/Type)	PERCENTAGE INTEREST
<u>N/A</u>	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIPS

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

N/A

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

N/A

SECTION 4. NOT-FOR-PROFIT CORPORATIONS

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

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type)	Title (Print/Type)
-------------------	--------------------	-------------------	--------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

4, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating.

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

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

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

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

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

III. STATE TAX DELINQUENCIES

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

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

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

IV. PUNISHMENT

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

V CERTIFICATION REGARDING SUSPENSION AND DISBARMENT

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

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

VI. EPA CONTRACTOR LISTING

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

VIII. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

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

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

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

IX. EQUAL EMPLOYMENT OPPORTUNITY

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

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

YES X NO

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

YES X NO

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

CONTRACTOR'S AFFIDAVIT

X. DAVIS - BACON CERTIFICATION

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

XI. SECTION 3 CERTIFICATION

To the extent that the contract to be awarded to the Contractor involves construction and/or is a labor related contract and the contract amount exceeds \$100,000.00 (Section 3 contract pursuant to 24 CFR §135.1 et seq.), the Contractor hereby certifies that said Contractor will comply with all Section 3 regulations and any applicable CHA Board Resolution(s).

XII. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. Event No. 61—Judge Fisher Apt. and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

XIII. ETHICS POLICY

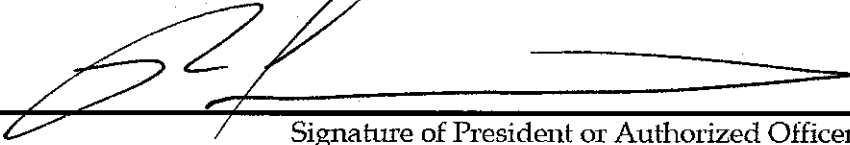
The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on June 2004, 95-HUD-5 especially Sections 19 through 25 thereof. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

XIV. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.



Signature of President or Authorized Officer

Robert Ferrino

Name of President or Authorized Officer

President

Title

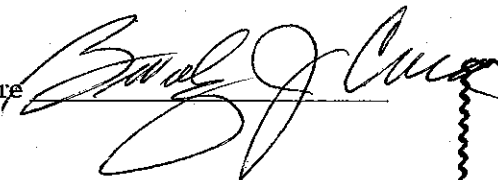
708.535.7716

Telephone Number

State of Illinois)
County of Cook)

Signed and sworn to before me this 19th day of November, 2014
by

Robert Ferrino (Name) as **President**
(Title) of **Madison Construction Company** (Contractor)

Notary Public Signature 

OFFICIAL SEAL
BEVERLY J. CORA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN. 20, 2016

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

Complete this form by either typing or using black ink

PART I. WORK UNDER CONTRACT

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

	1	2	3	4	5	Award Pending	
PROJECT	CHA Puchinska	CHA IDIQ 13	CHA IDIQ 19	CHA IDIQ 21	CHA IDIQ 23	Caroline Hedger	
CONTRACT WITH	CHA	CHA	CHA	CHA	CHA	CHA	
ESTIMATED COMPLETION DATE	June 2015	September 2014	July 18, 2014	September 30, 2014	July 15, 2013	September 2016	
TOTAL CONTRACT PRICE	\$14,818,637.87	1,338,393.82	2,608,383.35	1,585,694.40	161,297.00	30,437,000.00	TOTAL
UNCOMPLETED DOLLAR VALUE	\$6,812,522.68	92,327.91	47,117.94	18,861.65	4,175.00	30,437,000.00	

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

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

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORECES (CONTINUED)

	1	2	3	4	5	Awards Pending	TOTALS
STRUCT. STEEL (BLDG. CONST.)							
ORNAMENTAL STEEL (BLDG. CONST.)							
MISCELLANEOUS CONCRETE							
FIREPROFFING							
MASONRY							
H.V.A.C.							
MECHANICAL							
ELECTRIC							
PLUMBING							
ROOFING & SHEET METAL							
FLOORING & TILE WORK							
DRYWALL & PLASTER WORK							
CEILING CONST.							
HOLLOW METAL & HARDWARE							
GLAZING & CAULKING							
MISCELLANEOUS ARCH. WORK							
OTHERS (LIST) General Contractor CM	3,105,842.55	42,885.22	47,117.94	15,165.85	4,175.00		
TOTALS	3,015,842.55	42,885.22	47,117.94	15,165.85	4,175.00		

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

REMARKS:

PART III.

List below the work according to each contract on the preceding page, which you have subcontracted to others. DO NOT indicate work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	1	2	3	4	5
SUBCONTRACTOR	Nationwide Environmental	Luse Companies	Best Plumbing	Best Plumbing	CSI 3000
TYPE OF WORK	Abatement Work	Abatement Work	Plumbing	Plumbing	Demolition
SUBCONTRACT PRICE	678,500.00	61,158.00	65,940.00	28,390.00	7,387.00
AMOUNT UNCOMPLETED	403,500.00	0	0	0	0
SUBCONTRACTOR	Auburn Corp.	Drive Construction	Galomex Construction	Jade Carpentry Contractors	Sandsmith Masonry
TYPE OF WORK	Remove/Replace Skip Window	Demolition	Drywall/VCT	Rough Carpentry	Masonry
SUBCONTRACT PRICE	16,000.00	232,436.30	244,054.75	25,280.00	2,680.00
AMOUNT UNCOMPLETED	7,000.00	12,626.25	0	0	0
SUBCONTRACTOR	Triton Plumbing	BSB Development	L&M Welding	ERA Group	Galomex Construction
TYPE OF WORK	Plumbing Work	Site Plumbing	Metal Fabrication	HVAC	Framing/Drywall
SUBCONTRACT PRICE	1,380,313.50	13,446.44	103,800.00	18,588.00	33,212.00
AMOUNT UNCOMPLETED	489,192.90	13,446.44	0	3,695.80	0
SUBCONTRACTOR	Sandsmith Masonry	L&M Welding	Nationwide Environmental	L&M Welding	ERA Group
TYPE OF WORK	Masonry	Metal Railing	Abatement Work	Metal Fabrication	HVAC
SUBCONTRACT PRICE	89,419.59	45,000.00	122,302.00	29,200.00	10,672.00
AMOUNT UNCOMPLETED	17,162.50	0	0	0	0

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

REMARKS:

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	1	2	3	4	5
SUBCONTRACTOR	Ashlaur Construction	Uptown Painting	Preservation Services	Market Contracting Services	Alcon Electric
TYPE OF WORK	Carpentry	Paint Work	Roofing	Drywall, Framing and ACT	Electrical
SUBCONTRACT PRICE	263,118.50	68,347.00	61,697.00	238,081.00	28,500.00
AMOUNT UNCOMPLETED	0	0	0	0	0
SUBCONTRACTOR	Terra Demolition	Dyna-Craft	Ashlaur Construction	Nationwide Enviromental & Demo, LLC	
TYPE OF WORK	Demolition	VCT Flooring	Carpentry	Demolition and Abatement	
SUBCONTRACT PRICE	387,844.25	20,900.00	48,000.00	39,300.00	
AMOUNT UNCOMPLETED	230,069.25	5,970.00	0	0	
SUBCONTRACTOR	RAM Fire Protection	RAM Fire Protection	CAD Contract Glazing	RAM Fire Protection	
TYPE OF WORK	Fire Protection	Fire Protection	Rooftop Storefront	Fire Protection	
SUBCONTRACT PRICE	424,635.00	172,600.00	58,000.00	159,500.00	
AMOUNT UNCOMPLETED	63,445.00	5,000.00	0	0	
SUBCONTRACTOR	Suarez Electric Company	ERA Group, Inc.	Continental Painting	Suarez Electric	
TYPE OF WORK	Electrical	HVAC	Painting	Electrical	
SUBCONTRACT PRICE	1,802,031.00	25,000.00	85,335.00	538,389.00	
AMOUNT UNCOMPLETED	923,621.10	0	0	0	

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

REMARKS:

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	1	2	3	4	5
SUBCONTRACTOR	ERA Group	Triton Plumbing	ERA Group	Uptown Decorating Corp.	
TYPE OF WORK	HVAC	Plumbing Work	HVAC	Painting	
SUBCONTRACT PRICE	1,166,084.00	34,669.00	22,703.00	82,692.00	
AMOUNT UNCOMPLETED	628,800.50	0	0	0	
SUBCONTRACTOR	Window Treatments, Inc.	Suarez Electric	A&A Sprinkler		
TYPE OF WORK	Window Work	Fire Alarm Work	Sprinkler System		
SUBCONTRACT PRICE	240,000.00	214,569.00	15,250.00		
AMOUNT UNCOMPLETED	129,356.00	0	0		
SUBCONTRACTOR	Preservation Services	Peak Electric	Suarez Electric		
TYPE OF WORK	Roofing/Pavers	Fire Alarm Work, Power Work	Fire Alarm		
SUBCONTRACT PRICE	182,000.00	200,000.00	626,422.00		
AMOUNT UNCOMPLETED	0	12,400.00	0		
SUBCONTRACTOR	Sturdi Iron		RAM Fire Protection		
TYPE OF WORK	Misc. Metals		Fire Alarm		
SUBCONTRACT PRICE	19,000.00		204,700.00		
AMOUNT UNCOMPLETED	0		0		

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

REMARKS:

PART III.

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	1	2	3	4	5
SUBCONTRACTOR	Galomex Construction				
TYPE OF WORK	Carpentry & Drywall				
SUBCONTRACT PRICE	918,352.25				
AMOUNT UNCOMPLETED	477,894.66				
SUBCONTRACTOR	National Painting				
TYPE OF WORK	Painting and Finishing				
SUBCONTRACT PRICE	618,610.00				
AMOUNT UNCOMPLETED	426,638.22				
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

Complete this form by either typing or using black ink

PART I. WORK UNDER CONTRACT

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

	1	2	3	4	5	Award Pending	
PROJECT	CHA IDIQ 42	Riverbend Commons	Armour Square	Judge Slater Apartments			
CONTRACT WITH	CHA	3 Corners Development	CHA	CHA			
ESTIMATED COMPLETION DATE	TBD	August 15, 2014	May 14, 2015	TBD			
TOTAL CONTRACT PRICE	3,315,973.00	12,957,954.25	17,477,223.00	10,098,500			TOTAL
UNCOMPLETED DOLLAR VALUE	3,315,973.00	4,000,110.25	12,776,894.80	10,098,500			67,603,483.23

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

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

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORECES (CONTINUED)

	1	2	3	4	5	Awards Pending	TOTALS
STRUCT. STEEL (BLDG. CONST.)							
ORNAMENTAL STEEL (BLDG. CONST.)							
MISCELLANEOUS CONCRETE							
FIREPROFFING							
MASONRY							
H.V.A.C.							
MECHANICAL							
ELECTRIC							
PLUMBING							
ROOFING & SHEET METAL							
FLOORING & TILE WORK							
DRYWALL & PLASTER WORK							
CEILING CONST.							
HOLLOW METAL & HARDWARE							
GLAZING & CAULKING							
MISCELLANEOUS ARCH. WORK							
OTHERS (LIST) General Contractor CM	TBD	459,616.65	4,275,641.80	TBD			4,735,258.45
TOTALS	TBD	459,616.65	4,275,641.80	TBD			4,735,258.45

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

REMARKS:

PART III.

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	1	2	3	4	5
SUBCONTRACTOR	Various	Miller Trucking	Colfax Corporation	Various	
TYPE OF WORK	Various	Mass Excavation	Abatement	Various	
SUBCONTRACT PRICE	TBD	131,783.00	50,000.00	TBD	
AMOUNT UNCOMPLETED	TBD	18,787.00	50,000.00	TBD	
SUBCONTRACTOR		TBD	Reilly Excavating & Wrecking		
TYPE OF WORK		Topsoil Import & Respread	Exterior Demo		
SUBCONTRACT PRICE		80,000.00	80,000.00		
AMOUNT UNCOMPLETED		80,000.00	80,000.00		
SUBCONTRACTOR		McCarthy Improvement	Galomex Construction		
TYPE OF WORK		Asphalt Paving	Demolition		
SUBCONTRACT PRICE		115,500.00	125,000.00		
AMOUNT UNCOMPLETED		86,625.00	96,769.00		
SUBCONTRACTOR		Heritage Landscape	TBD		
TYPE OF WORK		Landscaping	Interior Demolition		
SUBCONTRACT PRICE		80,415.00	21,000.00		
AMOUNT UNCOMPLETED		72,406.00	21,000.00		

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

REMARKS:

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	1	2	3	4	5
SUBCONTRACTOR		Anderson Commercial	TBD		
TYPE OF WORK		Concrete/Reinforcing Steel	Asphalt		
SUBCONTRACT PRICE		752,738.00	17,725.00		
AMOUNT UNCOMPLETED		216,772.00	17,725.00		
SUBCONTRACTOR		DuKane Precast, Inc.	TBD		
TYPE OF WORK		Precast Walls	Site Furnishings		
SUBCONTRACT PRICE		835,649.00	8,280.00		
AMOUNT UNCOMPLETED		0	8,280.00		
SUBCONTRACTOR		Seedorff Masonry	TBD		
TYPE OF WORK		Masonry	Site Utilities		
SUBCONTRACT PRICE		97,009.00	120,348.00		
AMOUNT UNCOMPLETED		6,189.00	120,348.00		
SUBCONTRACTOR		Bevans Steel	Leon Construction		
TYPE OF WORK		Metal Fabrications	Concrete		
SUBCONTRACT PRICE		113,000.00	145,000.00		
AMOUNT UNCOMPLETED		26,075.00	145,000.00		

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

REMARKS:

PART III.

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	1	2	3	4	5
SUBCONTRACTOR		Heritage Carpentry	TBD		
TYPE OF WORK		Rough Carpet/Trusses/Windows	Concrete Restoration		
SUBCONTRACT PRICE		1,404,211.00	132,000.00		
AMOUNT UNCOMPLETED		130,000.00	132,000.00		
SUBCONTRACTOR		Valley Custom Wood	TBD		
TYPE OF WORK		Cabinetry/Millwork	Landscaping		
SUBCONTRACT PRICE		133,030.00	5,667.00		
AMOUNT UNCOMPLETED		86,470.00	5,667.00		
SUBCONTRACTOR		Economy Roofing	MBB Enterprise of Chicago		
TYPE OF WORK		TPO Roofing	Masonry – 3120 & 3146		
SUBCONTRACT PRICE		179,260.00	2,156,875.00		
AMOUNT UNCOMPLETED		43,465.00	1,302,374.00		
SUBCONTRACTOR		Wayne Stohl & Sons	MBB Enterprise of Chicago		
TYPE OF WORK		EIFS	Masonry – 3250 bldg.		
SUBCONTRACT PRICE		170,000.00	735,875.00		
AMOUNT UNCOMPLETED		100,000.00	243,303.00		

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

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	1	2	3	4	5
SUBCONTRACTOR		Builders Sale	B.E.T.O.N. Construction		
TYPE OF WORK		Metal Studs/Drywall	Masonry 3216 bldg. Carpentry Framing Drywall		
SUBCONTRACT PRICE		1,146,468.00	1,966,000.00		
AMOUNT UNCOMPLETED		722,726.00	1,342,483.00		
SUBCONTRACTOR		ProBuild	TBD		
TYPE OF WORK		Fiber Cement Siding	Metal Structure		
SUBCONTRACT PRICE		65,198.00	50,000.00		
AMOUNT UNCOMPLETED		0	50,000.00		
SUBCONTRACTOR		G-Mac Door	TBD		
TYPE OF WORK		Doors/Frames	Misc. Metals		
SUBCONTRACT PRICE		175,000.00	24,320.00		
AMOUNT UNCOMPLETED		118,500.00	24,320.00		
SUBCONTRACTOR		Mid-American Glazing	TBD		
TYPE OF WORK		Alum Storefront	Doors & Hardware		
SUBCONTRACT PRICE		108,326.00	256,395.00		
AMOUNT UNCOMPLETED		19,407.00	256,395.00		

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

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	1	2	3	4	5
SUBCONTRACTOR		TSI Commercial	TBD		
TYPE OF WORK		Flooring	Auto Door Operators		
SUBCONTRACT PRICE		475,000.00	99,931.00		
AMOUNT UNCOMPLETED		415,836.00	99,931.00		
SUBCONTRACTOR		WF Scott Decorating	Midstate Spring Tile, Inc.		
TYPE OF WORK		Painting	Windows Engineering & Material		
SUBCONTRACT PRICE		251,000.00	1,567,461.00		
AMOUNT UNCOMPLETED		189,000.00	953,675.00		
SUBCONTRACTOR		TBD	Midstate Spring Tile, Inc.		
TYPE OF WORK		Bike Racks & Benches	Windows Installation		
SUBCONTRACT PRICE		0	676,539.00		
AMOUNT UNCOMPLETED		0	673,339.00		
SUBCONTRACTOR		Schindler Elevator	TBD		
TYPE OF WORK		Elevator	Casework		
SUBCONTRACT PRICE		76,000.00	64,137.00		
AMOUNT UNCOMPLETED		15,200.00	64,137.00		

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

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	1	2	3	4	5
SUBCONTRACTOR		Ahern Fire Protection	TBD		
TYPE OF WORK		Wet Pipe Fire Sprinkler	Acoustical Ceiling Tiles 3146 & 3216 bldgs.		
SUBCONTRACT PRICE		131,196.00	20,536.00		
AMOUNT UNCOMPLETED		9,000.00	20,536.00		
SUBCONTRACTOR		Ragan Mechanical	TBD		
TYPE OF WORK		Plumbing	Signage		
SUBCONTRACT PRICE		1,156,127.00	945.00		
AMOUNT UNCOMPLETED		365,564.00	945.00		
SUBCONTRACTOR		Crawford Company	TBD		
TYPE OF WORK		HVAC	Finish Carpentry		
SUBCONTRACT PRICE		757,654.00	3,372.00		
AMOUNT UNCOMPLETED		235,735.00	3,372.00		
SUBCONTRACTOR		Tri-City Electric	Uptown Decorating		
TYPE OF WORK		Electrical	Painting		
SUBCONTRACT PRICE		1,214,110.00	179,000.00		
AMOUNT UNCOMPLETED		582,736.60	179,000.00		

CHICAGO HOUSING AUTHORITY
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CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

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	1	2	3	4	5
SUBCONTRACTOR			MJB Decorating		
TYPE OF WORK			Painting 3146 & 3216 bldgs		
SUBCONTRACT PRICE			211,000.00		
AMOUNT UNCOMPLETED			211,000.00		
SUBCONTRACTOR			TBD		
TYPE OF WORK			Ceramic Tile		
SUBCONTRACT PRICE			3,756.00		
AMOUNT UNCOMPLETED			3,756.00		
SUBCONTRACTOR			TBD		
TYPE OF WORK			VCT Flooring		
SUBCONTRACT PRICE			82,199.00		
AMOUNT UNCOMPLETED			82,199.00		
SUBCONTRACTOR			TBD		
TYPE OF WORK			Glass & Glazing		
SUBCONTRACT PRICE			91,391.00		
AMOUNT UNCOMPLETED			91,391.00		

CHICAGO HOUSING AUTHORITY
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	1	2	3	4	5
SUBCONTRACTOR			RAM Fire Protection		
TYPE OF WORK			Fire Protection		
SUBCONTRACT PRICE			697,500.00		
AMOUNT UNCOMPLETED			261,760.00		
SUBCONTRACTOR			TBD		
TYPE OF WORK			HVAC		
SUBCONTRACT PRICE			171,450.00		
AMOUNT UNCOMPLETED			171,450.00		
SUBCONTRACTOR			Norman Mechanical		
TYPE OF WORK			Plumbing		
SUBCONTRACT PRICE			209,500.00		
AMOUNT UNCOMPLETED			170,211.00		
SUBCONTRACTOR			Bornquist, Inc.		
TYPE OF WORK			Booster Pump		
SUBCONTRACT PRICE			32,000.00		
AMOUNT UNCOMPLETED			32,000.00		

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List below the work according to each contract on the preceding page, which you have subcontracted to others. DO NOT indicate work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	1	2	3	4	5
SUBCONTRACTOR			JM Polcurr, Inc.		
TYPE OF WORK			Electrical for 3120		
SUBCONTRACT PRICE			435,000.00		
AMOUNT UNCOMPLETED			374,380.00		
SUBCONTRACTOR			JM Polcurr, Inc.		
TYPE OF WORK			Electrical for 3146		
SUBCONTRACT PRICE			465,000.00		
AMOUNT UNCOMPLETED			276,116.00		
SUBCONTRACTOR			JM Polcurr, Inc.		
TYPE OF WORK			Electrical for 3216		
SUBCONTRACT PRICE			715,000.00		
AMOUNT UNCOMPLETED			499,851.00		
SUBCONTRACTOR			JM Polcurr, Inc.		
TYPE OF WORK			Electrical for 3250		
SUBCONTRACT PRICE			480,000.00		
AMOUNT UNCOMPLETED			452,540.00		

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

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

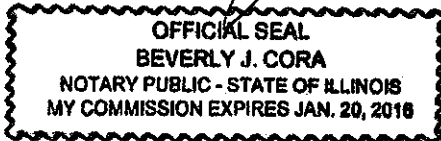
Subscribed and sworn to before me

This 19th day of December, 2014

Company: Madison Construction Company

15657 S. 70th Court, Orland Park, Illinois 60462

My commission expires: January 20, 2016



**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 :

MADISON CONSTRUCTION COMPANY
15657 S. 70TH COURT
ORLAND PARK IL 60462-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC051882

CERTIFICATE NUMBER: GC051882-10

FEE: \$ 2000

DATE ISSUED: 03/18/2014

DATE EXPIRES: 03/26/2015

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 Davis
Felicia Davis
Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2015

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 Esser Hayes Insurance 1811 High Grove, Suite 139 Naperville IL 60540-9100		CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West Bend Mutual	
		INSURER B: Liberty Insurance Underwriters	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

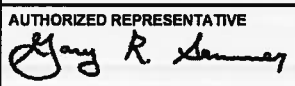
INSURED MADIS-3
Madison Construction Co.
15657 S 70th Court
Orland Park IL 60462

COVERAGES **CERTIFICATE NUMBER:** 1285463807 **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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPA2082286	3/14/2014	3/14/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CPA2082286	3/14/2014	3/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		100009395501	3/14/2014	3/14/2015	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WCA2082287	3/14/2014	3/14/2015	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: JUDGE FISHER APARTMENTS, 5821 N. BROADWAY - IFB EVENT NO. 61
PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSUREDS: THE CHICAGO HOUSING AUTHORITY, ITS RESPECTIVE COMMISSIONERS, BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, CONSTRUCTION MANAGEMENT FIRM, EMPLOYEES, VENDORS, INVITEES AND VISITORS FOR GENERAL LIABILITY AND AUTO LIABILITY. UMBRELLA FOLLOWS FORM.

CERTIFICATE HOLDER CHICAGO HOUSING AUTHORITY DEPT OF PROCUREMENT & CONTRACTS 60 E. VAN BUREN, 13TH FLOOR CHICAGO IL 60605	CANCELLATION 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 
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