



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. 224

(Specification Number)

DEMOLITION SERVICES FOR 3605 WEST DOUGLAS BOULEVARD

Eugene Jones, Jr.
Acting CEO
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60605
www.thecha.org

RELEASE DATE: Wednesday, September 9, 2015

BID OPEN DATE AND TIME: Wednesday, September 30, 2015 11:00AM (CST)

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

LUMP SUM BASE BID TOTAL \$ \$84,825.00 **.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.

Jennifer L. Cullen
(Signature)
Jennifer L. Cullen
(Print Name)

CCCJV
(Contractor's Name)
President 09/30/2015
(Title) (Date)

KEY INFORMATION

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

Pamela Seanior, Senior Procurement Specialist, CPPB
Chicago Housing Authority
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60605
Fax (312) 913-7577
Email: pseanior@thecha.org

2. **Questions must be submitted in writing to the Procurement Specialist as shown below by no later than 11:00AM (CST) on Wednesday, September 16, 2015.** Questions received with regards to this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
3. **ELECTRONIC FILES FOR DRAWINGS AND TECHNICAL SPECIFICATIONS:** Please be advised that the Chicago Housing Authority is NOT distributing printed plans or specifications with this solicitation. The Bid Solicitation, Technical Specifications and Drawings are available on the CHA's website at <https://supplier.thecha.org>.
4. **PRE-BID MEETING** Date, Time, and Location: **Monday, September 14, 2015** at 11:00AM (CST), 3605 W. Douglas Boulevard, Chicago, IL 60623. *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. **ELECTRONIC SUBMISSION:** Sealed bids may be submitted electronically via the CHA Supplier Portal at: <https://supplier.thecha.org>, electronic bid submissions only require one submittal. **FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED**
7. **MANUAL SUBMISSION** must be submitted by paper in a sealed envelope or package and delivered by certified mail or hand-delivered to the Chicago Housing Authority, 60 East Van Buren Street, 13th Floor, Chicago, Illinois 60605. Refer to the following section II.A Bid Submittal for the required number of copies. Manual Submissions must be received and time stamped no later than the date and time listed in the solicitation. The outside of the envelope must clearly indicate the Respondent name and address, name of the project, the time and date specified for receipt.
8. **BID OPENING** Date and Time: **Wednesday, September 30, 2015 at 11:00AM (CST)**
9. **ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Bidders, and posted on the CHA's website at: www.thecha.org. It is the responsibility of the Bidder to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders by distributing addendum/addenda to this solicitation before the date set for receipt of bids. The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

Number 1 _____
Dated 9/14/2015 _____

I. SCOPE OF WORK

General Description of Scope of Work: The CHA is seeking qualified demolition contractors to provide complete structural demolition of a vacant scattered site residential building at 3605 West Douglas Boulevard including foundation removal and all associated site work as further described in the detailed Technical Specifications and Drawings.

II. INSTRUCTIONS FOR BIDDERS

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

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 II(A)(i)-(v) may result in the bid package being deemed non-responsive and therefore ineligible for award.

B. GENERAL CONTRACTOR LICENSE: In addition to all other applicable licenses and certifications, the general contractor is required to submit with its bid a copy of bidder's current valid (Class A) General Contractor License issued by the Department of Buildings of the City of Chicago. The absence of the required license shall cause a bid to be deemed non-responsive and therefore ineligible for award. Any Contractor that does not have a currently valid license from the City of Chicago shall also be deemed non-responsive. Applications are NOT accepted.

C. BID SECURITY: Each individual bid must be accompanied by a Bid Bond in the amount of **5%** of the total amount of the submitted bid or a certified check in the same amount, payable to the "Chicago Housing Authority". If the bid and bid security have not been received by the CHA prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful Bidders will be returned as soon as practicable after the opening of bids.

D. BIDDER PROFILE INFORMATION: Each individual bid must be accompanied by a summary of the Contractor's qualifications to complete the work described in the Bid Package, which summary shall include, at a minimum, the following documents:

- i. the resumes of the Contractor's Project Team (including the superintendent, project manager, and project accountant, or equivalent); and
- ii. a list of all the Contractor's subcontractors; and
- iii. a list of the Project Team of the Contractor's subcontractors;
- iv. a detailed description of not less than three (3) jobs completed by the Contractor in the last five (5) calendar years of a substantially similar size and scope and requiring substantially similar work and level or responsibility, together with the contact information of the owner's representative for each of these jobs (including name, company name, address, telephone number, fax number, and e-mail address); and
- v. the same information described in Paragraph (D)iv above for at least one (1) job performed by each primary subcontractor in the last five (5) calendar years.

Failure to submit the documentation set forth above in Section II(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.

- E. **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 sixty (60) calendar days from the commencement 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 1st Quarter of 2016; 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, prepared using only Primavera Project Planner® (P3 version 3.1), Primavera Project Management Contractor (P6) or Primavera SureTrak® in hard copy, shall result in the entire Bid Package being deemed non-responsive.

III. BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

A. PREPARATION OF BIDS – Construction:

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

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

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

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

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

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

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

IV. BID OPENING AND REVIEW OF BIDS

- A. **BID OPENING:** No bids will be accepted after the fixed date and time for the opening of bids, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed may result in the bid being deemed non-responsive and rejected by the CHA for further consideration.
- B. **PRE-AWARD MEETING:** The CHA reserves the right to conduct a Pre-Award Meeting with the Bidder(s) prior to making an award to determine if the Bidder(s) is(are) a responsible party(ies) as described and required by applicable law. This Pre-Award Meeting may include, but shall not be limited to:
- i. a review of the Bidder's capacity to perform the terms and conditions of the contract;
 - ii. a review of the Bidder's understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work in its Division Costs;
 - iii. a discussion (and demonstration, if requested) of the Bidder's expertise in reading and interpreting the drawings and technical specifications included with this solicitation;
 - iv. further breakdown of the Division Costs;
 - v. past performance on other CHA and State/local government agencies' contracts;
 - vi. current employee depth and capabilities;
 - vii. financial records and resources/capabilities;
 - viii. a visit to examine the Bidder's facilities and on-hand equipment; and
 - ix. any other area or aspect of the Bidder's integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

V. AWARD: Contract Award – Sealed Bidding – Construction

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

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

VII. **TYPE OF CONTRACT(S) AND CONTRACT REQUIREMENTS**

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

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

- F. **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/documents> or the copy included in the solicitation) as may be required. Contractor's Section 3 Utilization Plan as attached to this IFB 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.

SECTION 3 REQUIREMENTS (Clarification)

Section 3 has two minimum requirements that must be reflected in response to this IFB. 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 (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to Business Concerns that meet the qualifications set forth in (1) and (2).

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

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

COMPLIANCE REPORTING SYSTEMS

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

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

KEY FEATURES:

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

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

1. **Vendor Technical Assistance and Support**
 - Technical and/or training questions, please send an email to cha@diversitycompliance.com
2. **Online, downloadable training aids**
 - On Line manual
 - Webinars
 - CHA's website provides multiple guides and manuals

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

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

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

- I. **AVAILABILITY OF FUNDS:** The CHA's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the CHA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
- J. **SUPPLEMENTARY CLOSE-OUT PROCEDURES:** Subsequent to final acceptance, close-out binders shall be required from the Contractor. They shall be reviewed by the CHA's Architect and the CHA's designated representative. Upon acceptance and receipt of the binders from the CHA's Architect and the CHA's designated representative, the Contractor shall contact the Closeout Manager of the Capital Construction Department to schedule delivery of three (3) copies of the binders to the CHA. Close-out binders should be formatted per the Construction Specifications Institute (CSI) structure and include the following contents:
 - 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 "Construction Progress Schedule/Work Schedule" as defined in Paragraph 6 of the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370 and in the Special Conditions of the Contract for Construction and as amended from time to time pursuant to Paragraph 6, the "Instructions to Bidders for Contracts" (Form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion, the "Technical Specifications", and drawings, if any, Contractor's Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract with the CHA, MBE/WBE/DBE and Section 3 Utilization Plans and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the Bidder are a part of the contract unless expressly stated therein.

VIII. CONTRACTOR'S AGREEMENT AND CHANGE ORDERS SUBMITTAL

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

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

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

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

DIVISION CODE	DESCRIPTION	DIVISION COST in whole dollars only
DIV 01	DIVISION 01 – General Requirements The MAXIMUM amount allowed is 5% of the <u>total value</u> of Division No. 2 through Division No. 02b <u>only</u>	\$ 3,050 .00
DIV 02	DIVISION 02 – SITE WORK All costs not covered in Division 02a thru 02b	\$ 10,000 .00
DIV 02a	DIVISION 02a – SITE WORK – Building Demolition	\$ 36,000 .00
DIV 02b	DIVISION 02b – SITE WORK – Asbestos Abatement	\$ 15,000 .00
	PERMIT FEES and PERMIT EXPEDITING COSTS	\$ 7,000 .00
	<u>OFFICE OVERHEAD</u> 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.	\$ 9,000 .00
	PROFIT	\$ 4,775 .00
	LUMP SUM BASE BID TOTAL	\$ 84,825 .00

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

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

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

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

AMP # = Asset Management Property number

CHA Bldg Code	AMP #	Address(es)	Amount (Costs of landscaping, site work, fees, etc. should be pro-rated across the buildings)	
SS150	1330	3605 West Douglas Boulevard	Construction	\$ 69,825 .00
			Environmental	\$ 15,000 .00
TOTAL (amount should match the LUMP SUM BASE BID TOTAL on Page BF/1)			\$ 84,825 .00	

- XI. **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

- XII. SCHEDULE OF CHANGE ORDER PRICES:** If the estimated quantity or scope of Work required by the Contract Documents is increased or decreased during the course of the Project described in this IFB and in the Contract Documents, the Contractor will be required to submit a cost proposal for approval by the 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

- XIII. TECHNICAL SPECIFICATIONS TABLE OF CONTENTS:** This Technical Specifications Table of Contents is provided so that the Contractor is able to verify that all sections are included in its copy of the Technical Specifications. The 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 1 – GENERAL REQUIREMENTS		PAGES
SECTION 01010	SUMMARY OF WORK	1-10
SECTION 01370	SCHEDULE OF VALUES	1-2
SECTION 01450	CUTTING AND PATCHING	1-4
DIVISION 2 - SITEWORK		
SECTION 02060	BUILDING DEMOLITION	1-10
SECTION 02080	ASBESTOS ABATEMENT	1-11
SECTION 02110	SITE CLEARING AND RESTORATION	1-5
SECTION 02200	EARTHWORK	1-13
SECTION 02510	CONCRETE SIDEWALKS	1-2
SECTION 02520	CONCRETE CURB AND GUTTERS	1-2
APPENDIX A	DRAWINGS	2
	ESTIMATED QUANTITY TABLE	1
APPENDIX B	HAZARDOUS MATERIALS SUMMARY	2

- XIV. 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".**

Sheet No.	Sheet Title	Version	Version Date
C0-1	PLAT OF SURVEY	4	2-17-10
C0-2	PLAT OF TOPOGRAPHY	4	2-17-10

XV. 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 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: \$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.

XVI. SUBCONTRACTOR CONTRACT AND FLOWDOWN REQUIREMENTS:

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

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

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

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

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

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

DOCUMENT SUBMITTAL CHECKLIST

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

1. ____ Invitation for Bid
2. ____ Bid Security/Guarantee (Bid Bond)
3. ____ Bidder Acknowledges Receipt of Addenda
4. ____ Licenses
5. ____ Summary of Contractor's Qualifications (Bidder Profile)
6. ____ Contractor's Financial
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)
20. ____ CHA Ethics Policy
21. ____ Contractor's Affidavit
22. ____ Certificate of Liability Insurance-minimum insurance requirements

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.

CCCJV

(Business/Contractor's Name)

By:

(Signature) Jennifer L. Cullen DATE: 09/30/2015

Jennifer L. Cullen

(Printed or Typed Name)

Title: President

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

Address: 9101 S. Baltimore Ave.

City, State, Zip: Chicago, IL 60617

Taxpayer ID. No:

Telephone No: (773) 721-2500

Fax No: (773) 721-0543

Email: fkutschke@ccc-chicago.com

113246

(Vendor Code)

11679

(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 eighty four thousand eight hundred twenty five dollars. (\$ 84,825) 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 sixty (60) days
a separate document upon submission of all required documents.

The "Notice to Proceed" will be issued as

CHICAGO HOUSING AUTHORITY

By:

Dionna Brookens
Dionna Brookens

Title: Deputy Chief Procurement Officer
Chicago Housing Authority
60 East Van Buren St, 13th Floor
Chicago, IL 60605

Date Signed: 11/24/15

(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 30 day of Sept., 2015

My Commission Expires: 02/07/2018

Melissa D. Winston
MELISSA D. WINSTON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
February 07, 2018
(Notary Public)



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 <u>and</u> 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
Department of Procurement & Contracts
STATEMENT OF BIDDER'S QUALIFICATIONS

This form must be submitted with each bid or proposal. Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

SPECIFICATION OR RFP TITLE Demo Services for 3605 W Douglas BLVD		SPECIFICATION OR RFP NO. IFB 224	
COMPANY NAME Sharlens Electric Company		DUN & BRADSTREET NUMBER 615 055977	
PARENT COMPANY (IF APPLICABLE) N/A		PREVIOUS COMPANY NAME N/A	

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF COMPANY

NAME	OFFICIAL CAPACITY
Bill Cullen	President
Chris Hatter	Vice President
Joseph Kibban	CFO

BANK REFERENCES

BANK NAME First Merchants Bank	ADDRESS 1720 45 th St.
CITY, STATE, ZIP CODE Munster, IN 46321	CONTACT PERSON John Novosel
TELEPHONE NO. (219) 224-3058	

BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work of this RFP/Spec.)

AGENCY/COMPANY NAME KSWW Engineering		ACTIVITY Method Home		DOLLAR AMOUNT \$2,150,000.00	
DATE COMPLETED 2014	P.O./CONTRACT NO.	CONTACT PERSON Eric Vandenberg	PHONE NO. 630-527-2320	FAX NO.	
AGENCY/COMPANY NAME Greely + Hansen		ACTIVITY Lexington Pump		DOLLAR AMOUNT \$5,600,000.00	
DATE COMPLETED 2012	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO. 312-558-9000	FAX NO. 312-558-1986	
AGENCY/COMPANY NAME DLR Group		ACTIVITY CUCIA - Renovation		DOLLAR AMOUNT \$4,230,000.00	
DATE COMPLETED 2015	P.O./CONTRACT NO.	CONTACT PERSON Adam St. Cyr	PHONE NO. 312-7801033	FAX NO.	

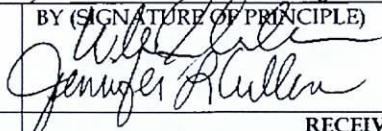
The undersigned covenants and agrees to provide the Chicago Housing Authority current, complete and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Chicago Housing Authority or the U. S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and/or for initiating action under federal or state laws concerning false statements.

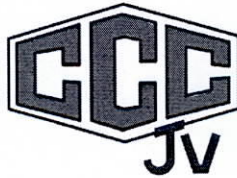
SIGNATURE OF PRINCIPAL CCL	PRINTED NAME OF PRINCIPAL Chris Hatter	DATE SIGNED 9/15/15
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CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

SUBCONTRACTOR INFORMATION SUBMITTAL

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

IFB/RPF/P.O. TITLE Demo Services For 3605 W Douglas Blvd			IFB/RFP/P.O. NO. 224	PAGE OF
<input checked="" type="checkbox"/> My (our) firm(s) WILL NOT SUBCONTRACT any portion of the scope of work for this IFB, RFP or P.O.				
SUBCONTRACTOR NAME AND ADDRESS			SCOPE OF WORK	
Windy City Contracting 2548 W Division Street, Chicago, IL 60622			Demo/Environmental/Landscaping	
<i>If a joint venture, a principle from EACH joint venture business must sign below.</i>				
CONTRACTOR'S NAME CCC JV		BY (SIGNATURE OF PRINCIPLE) 		TITLE President+, Sharlen President+, CCC
APPROVED BY CONTRACT COMPLIANCE			RECEIVED BY OCAM	
NAME	TITLE	DATE	NAME	TITLE



CCC JV

9101 S Baltimore Avenue

Chicago, IL 60617

P: 773-721-2500

F: 773-721-0543

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

Capabilities:

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

Project Area Specialization:

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



- A. CCC JV is dedicated to providing the most efficient project team to complete every project from estimating to close outs (Please see attached Resumes).
 - a. Project Superintendents for CHA Projects:
 - i. Bill Kirchner
 - ii. Kevin Reynolds
 - b. Project Managers for CHA Projects:
 - i. Frank Kutschke
 - ii. Phil Powell
 - iii. Heather Visage
 - iv. Scott Joslyn
 - c. Project Accountants/Engineers for CHA Projects:
 - i. Nick Joslyn
 - ii. Heather Visage
- B. CCC JV utilizes subcontractor's in accordance with CHA standards and qualifications. CCC JV will use M/W/DBE firms that are currently certified by:
 - a. City of Chicago
 - b. Cook County
 - c. Pace
 - d. Metra
 - e. CTA
 - f. CMS
 - g. SBA
 - h. CMBDC
 - i. IDOT
 - j. WBDC

SECTION B. EXPERIENCE & QUALIFICATIONS:**PART I. EVIDENCE OF TECHNICAL COMPETENCE AND PAST PERFORMANCE: PROJECT LIST**

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

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

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

Robert Brooks

330 Litchfield Drive ♦ Round Lake, IL 60073 ♦ (312) 823-5168 ♦ rrbrooks7@gmail.com

PROJECT SUPERINTENDENT

Project Superintendent utilizing a proactive approach to project management with natural project leadership skills, extensive construction management experience and a comprehensive construction background. Excel in scheduling and prioritizing multiple projects to ensuring completion within schedule and budget. Proven ability to successfully assist in stabilizing ongoing projects containing enormous scheduling and budgetary deficiencies and obstacles. Highly effective site manager utilizing site safety plans to ensure safe work environments and 100% accident free sites.

AREAS OF EXPERTISE

- | | | |
|--|--|---|
| ▪ Planning & Managing Site Logistics | ▪ Construction Management | ▪ Exceptional Safety Record |
| ▪ Scheduling & Maintaining Budgets | ▪ Basic AUTOCAD Skills | ▪ Site Resident Engineering |
| ▪ Team Leadership & Building | ▪ First Aid / CPR Certified | ▪ Scope Reviews |
| ▪ Reviewing, Understanding and Insuring Compliance With Construction Documents | ▪ Maintaining As-Built Drawings | ▪ Quality Control |
| | ▪ Identifying & Developing RFI's & Change-Order Requests | ▪ Cost Control/Profit Margins |
| | ▪ Means & Methods | ▪ Evaluating, Identifying and Assisting Remediation of Design & Constructability issues |
| | ▪ OSHA 30 Hour Certification | |

CONSTRUCTION MANAGEMENT EXPERIENCE

- Managed projects, administered, coordinated teams, liaised with regulatory agencies.
- Documented all on-site activities, which may impede progress or compliance to the project requirements.
- Reviewed, processed, and coordinated the construction documents including shop drawings, submittals, and RFI's with owner, architect, and subcontractors.

PROJECT MANAGEMENT EXPERIENCE

- Supported future project development through attendance at pre-bid meetings, contract documents and scope review, and has the appropriate tools to effectively negotiate pricing from subcontractors.
- Managed and coordinated the activities of subcontractors, material vendors, and direct laborers.
- Developed and maintained project schedules and report problems of deficiencies to the Project Manager/ Construction Manager.
- Proficient with programs such as Microsoft Office - Word, Excel, Outlook, and Project.

ROBERT BROOKS - Page 2

- Proactivity evaluate, trouble-shoot, plan, develop, implement, and mediate action plans in order to overcome any minor issues that may impeded the schedule while maintaining compliance with Contract Documents.

WORK HISTORY

LINDEMANN CHIMNEY COMPANY, Lake Bluff, IL, Certified Chimney Technician	2012-Present
CHICAGO COMMERCIAL CONTRACTORS, Huntley, IL, Project Superintendent	2009-2011
SEAL-IT-RITE INC., Buffalo Grove, IL, Foreman	2007-2009
ACUITY BRANDS LIGHTING GROUP, Crawfordsville, IN, Fabrication Dep. Shift Manager	2002-2006
T.L. FREDERICK'S, Greyslake, IL, Carpenter	2000-2003

EDUCATION & CERTIFICATIONS

Associate of Applied Science, Architectural Technologies, College of Lake County, Greyslake, IL

OSHA 30 hour Construction Safety Certification

CPR/First Aid

8 Hours of LEED Certified Training

Frank Kutschke
Project Manager



PROFESSIONAL EXPERIENCE

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

EDUCATION

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

PROJECT EXPERIENCE

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

AFFILIATIONS, CERTIFICATIONS & AWARDS

- Chicago Public Schools – Contractor of the Year

HEATHER M. VISAGE

15211 Millard Avenue Midlothian, IL 60445
708.288.5123 • Heatherellis_2007@yahoo.com

MANAGEMENT PROFESSIONAL:

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

PROFESSIONAL EXPERIENCE

Tyler Lane Construction, Inc.

Chicago, IL. • 2013–Current

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

Project Manager/Project Engineer

- Assist in estimating process in order to have familiarity with projects from start.
- Manage project documentation, including drawings, specifications, RFIs, Bulletins, ASIs, etc.
- Attend Pre-Bid meetings for estimating.
- Coordinates submittal process, including procurement logs, tracking, reviewing, resubmitting, and verification in field.
- Negotiate and documenting subcontracts and change orders, job costing and forecasting.
- Assist Superintendent with scheduling of subcontractors and ensuring quality installations; coverage for vacations.
- Manages project close-out process including As-Builts, punch list, inspections, close out binders and occupancy.

Parts Specialists, Inc.

Posen, IL • 2011–2013

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

Sales/Business Manager

- Promoted sales revenue growth through generation of qualified leads, participation in trade shows and other special events, and impeccable advertising production.
- Performed accounts payable and receivable functions.
- Obtain orders for parts and cable.
- Track and maintain inventory.

The GFS Group of Companies/Chicago Commercial Contractors 2010–2011

Huntley, IL •

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

Assistant Business Manager

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

Implemented Master Subcontract Agreement.

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

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

Support compliance effort relating to EEO, DBE/MBE.

HEATHER M. ELLIS — Page 2 of 2 • 708.288.5123

KRAHL CONSTRUCTION

Chicago, IL • 2007–2010

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

Project Engineer (2009–2010)

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

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

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

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

Project Manager Assistant (2007–2008)

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

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

ASCHER BROTHERS CO., INC.

Chicago, IL • 2006–2007

One of the premier painting contractors in the US.

Project Manager Assistant

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

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

Managed multiple project aspects including reviewing and executing contracts, insurance, RWPs, change orders, and billing.

LEVY RESTAURANTS

Chicago, IL • 2004–2006

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

Design & Construction Project Manager Assistant

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

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

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

CALAMOS INVESTMENTS

Naperville, IL • 2001–2004

Diversified investment firm serving institutions and individuals.

Institutional Associate

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

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

HEATHER M. ELLIS — Page 3 of 3 • 708.288.5123

PROFESSIONAL PROFILE

EDUCATION

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

CERTIFICATES

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

TECHNICAL SKILLS

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

RUPIN AMIN

4405 Loyola Drive
McHenry, IL 60050

815-575-5913
rupin.amin@gmail.com

Detail oriented and highly motivated project engineer/ coordinator/ JOC estimator. Provide project management support through accurate tracking and processing construction documents, contract agreements and associated reports for renovation and new construction projects. Effectively collaborate with people from diverse backgrounds and levels. Demonstrated strengths include:

- Project JOC estimating for various agencies.
- Project Subcontract Agreement, Change Order, Purchase Order, submittal, RFI and related Logs
- Project closeout documents

PROFESSIONAL EXPERIENCE

CHICAGO COMMERCIAL CONSTRUCTION, CHICAGO, IL

2014 MARCH - PRESENT

PROJECT ENGINEER/ COORDINATOR/ JOC ESTIMATOR:

- Processed, tracked and distributed submittals and RFI's.
- Prepare contractor cost estimate proposal in RS Means Software for JOC project (Department of Veteran Affairs JOC up to 5mil)
- Prepare and process contract agreements with subcontractors and associated reports.
- Managed document control process, including change orders, Purchase Order.
- Co-ordinate project close-out documentations, including deficiencies, warranties and maintenance manuals.

GFS GROUP, CHICAGO, IL

1999-2013 April

PROJECT ENGINEER/ COORDINATOR/ ESTIMATOR:

- Prepare and process accurate Job Order Contractor proposals for various agencies (Each agency four year contract approx. 12 to 20 million dollars total / 3 to 5 million dollars per year)
 - Chicago Park District
 - Chicago Public Schools
 - University of Illinois at Chicago
 - Department of Aviation O'Hare International Airport
 - City Colleges of Chicago
- Processed tracked and distributed submittals and RFI's.
- Prepare and process contract agreements with subcontractors and associated reports.
- Managed document control process, including change orders, Purchase Order.
- Co-ordinated project close-out documentations, including deficiencies, warranties and maintenance manuals

3COM CORPORATION, CHICAGO, IL

1995-1999

- Manufacturing Material Co.coordinator

WORLD DISTRIBUTORS, INC., CHICAGO, IL

1993-1994

- Assistant Office Manager

CADILA LABORATORIES PVT, LTD., GUJARAT, INDIA

1988-1991

- Office Clerk

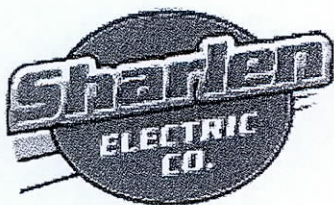
DUCK LAMIPLAST, GUJARAT, INDIA

1987-1988

- Assistant Accountant

EDUCATION AND ACCREDITATION

- First Year of Commerce in M. S. University, India
- Basic knowledge of Excel, Word, Outlook



Electrical Contracting
Communications Technology
Building Maintenance
Underground Utilities

RESUME

Jeff Flaws

PHONE 1-773-356-6452

EMAIL jeff@sharlen.com

Position

- Project Manager; Sharlen Electric
From 1996 – present

Profile

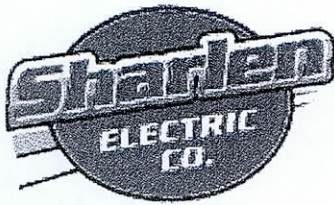
- 28 Years experience estimating and managing electrical construction.
- Specializing in small, medium and large projects, typically between \$100,000.00 and \$10,000,000.00
- Commercial Projects, Health Care Facilities, Hospitals, Retail, Restaurants, Schools

Work Experience

- Sharlen Electric Co., Chicago, IL - 1996 to present – Project Manager
- W.D. Electric Inc., Wood Dale, IL - 1990 to 1996 – Project Manager
- Premier Electric Co., Lombard, IL - 1985 to 1990 – Project Manager
- Hyre Electric, Chicago, IL, - 1979 to 1985 – Estimator

Recently Completed and Ongoing Projects

- Local 150 Training Facility - \$9,600,000.00
- Washington Jane Smith Home - \$4,000,000.00
- Best Buy Stores (multiple locations) - \$1,500,000.00
- Christ Hospital OR/ICU Addition - \$2,500,000.00
- Metropolitan Banks - \$100,000.00
- Wildfire Restaurant - \$500,000.00



Electrical Contracting
Communications Technology
Building Maintenance
Underground Utilities

Bridget A. McCann

Bmccann@sharlen.com
(773) 356-6486

Education	<u>DePaul University 2003-2007</u> , Chicago, IL Bachelor of Science in Business Management
Position	Estimator and Safety Director, Sharlen Electric Company
Experience	<u>Sharlen Electric Company 2003-Present</u> Chicago, IL June 2006-Present 8 years of estimating and managing electrical construction. Specializing in small, medium and large projects typically between \$100,000 and 10,000,000. Complete bids in commercial, industrial, institutional, residential high rise, retail industries. February 2005-June 2006: Managed fleet vehicles, including leased vehicles, their insurance and renewals Completed take-offs of bids, including both labor and material Prepared job for management when awarded after bidding process June 2003- January 2005: Completed billings for accounts receivable in the communications division Managed prime contracts for A-card division, including preparation of waivers and invoices.

Recently Completed and Ongoing Projects

Mercy Hospital
Misc Chicago Public Schools
Jackson Park Hospital
Rizza Cadillac & Buick
British School
Chicago & LaSalle Tenant Build out
Writers Theater
Evergreen Bank Oak Lawn



Electrical Contracting
Communications Technology
Building Maintenance
Underground Utilities

Chris Halter
PHONE (773) 721-0700
EMAIL chalter@sharlen.com

Position

- Vice President of Operations, Sharlen Electric
From 2002 – present
-

Profile

- 30 Years experience estimating and managing electrical construction.
 - Specializing in large projects, typically between \$2,000,000.00 and \$30,000,000.00
-

Work Experience

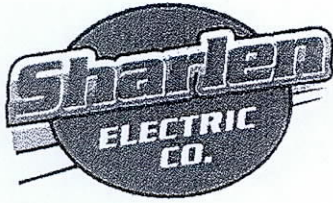
- Sharlen Electric Co., Chicago, IL - 2002 to present – Vice President
 - Region Electric, Inc., Hammond, IN – 1995 to 2002 – President
 - Fishbach & Moore Electric, Hammond, IN – 1993 to 1995 – Operations Manager
 - Hyre Electric, Highland, IN, - 1980 to 1993 – Vice President
 - Koontz-Wagner Electric, South Bend, IN – 1972-1980 - Estimator
-

Recently Completed and Ongoing Projects - Sharlen

- Olympia Fields Hospital Addition and renovation \$10,000,000.00
 - Palos Hospital Central Plant - \$ 15,000,000.00
 - SoNo Tower - \$ 9,600,000.00
 - Palos Hospital Generators - \$4,000,000.00
 - Local 150 Training Facility - \$9,600,000.00
 - Washington Jane Smith Home - \$4,000,000.00
-

Completed Projects

- McCormick West – Chicago, IL
- Eddy Bauer Distribution Center, Columbus, Ohio
- Subaru Isuzu - Dayton, IN
- St Margret's Hospital Patient Tower – Hammond, IN
- Diamond Star Motors – Bloomington, IL
- Purdue Classroom Building – Lafayette, IN
- Mercy Hospital Patient Tower – Dyer, IN
- Amtrak – Indianapolis, IN
- Porter Memorial Hospital Patient Tower, Porter, IN
- Miami Dade Waste Water Treatment Plant – Miami, FL
- Nucor Steel – Indianapolis, IN
- Metra Repair Facility – Chicago ,IL
- Provident Hospital – Chicago, IL
- Federal Courthouse – Rolling Meadows, IL



Electrical Contracting
Communications Technology
Building Maintenance
Underground Utilities

JOSEPH KIBBON

708.359.2660

jkibbon@sharlen.com

Education BS, Accounting – University of Illinois at Chicago

PROFESSIONAL EXPERIENCE

Sharlen Electric Company, Chicago, IL

Chief Financial Officer

- Manage all finance and financial processes and reporting requirements.
- Review and restructure current accounting procedures if needed.
- Report to ownership on all aspects of the company's operations.
- Ensure proper financial reporting for surety and banking relationships.
- Monthly profit and loss reviews with operations to ensure proper forecasting of revenues, costs and profits.
- Provide ownership with forecasted yearly budgets to ensure proper use of companies' assets.
- Manage yearend audit reviews and tax return documentation with independent audit firm.

The Walsh Group, Chicago, Illinois (1994-Sept.2014)

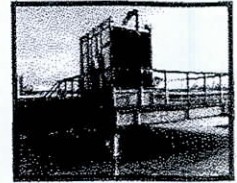
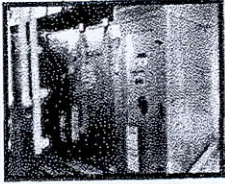
Controller

- Responsible for all financial reporting to ownership, operations, surety and banking relationships.
- Managed roughly 100 different operating companies including (4) main construction companies (legacy/new), joint ventures, international companies, equipment leasing companies, real estate leasing companies and insurance captive.
- Responsible for yearly audit process and final audit reports published to ownership.
- Monthly financial reporting including current and 3 year out earnings, backlog, large impacts and narrative of the information to ownership.
- Monthly Business Group reviews with operations and open dialogue of potential issues both good and bad.
- Daily management of cash flows.
- Managed a staff of roughly 100 nationwide including all cost management positions, payroll, accounts payable and accounts receivable.
- Managed tax preparation documents including all "book to tax" M-1 adjustments.
- Structured new accounting systems/operations and managed conversion and testing of data to new ERP system.



Chicago Commercial Construction

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

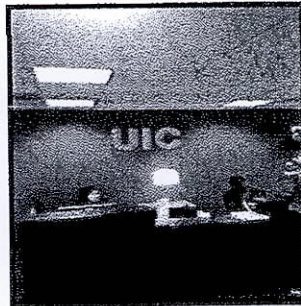
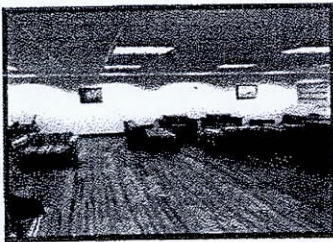


General Contracting & Services Municipal/Commercial/Industrial



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

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

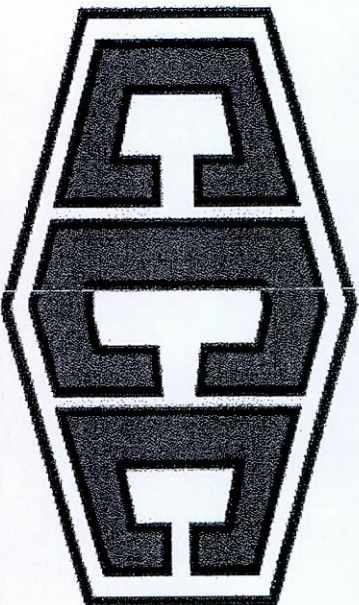


Pre-qualified customer base includes, City of Chicago, Chicago Public Schools, Chicago City Colleges, Chicago Park District, University of Illinois-Chicago, Government Services Agency, Veterans Administration, Housing Authority of Cook County, Chicago Housing Authority and Illinois Capital Development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

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

Building Relationships That Last!

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



Chicago Commercial Construction

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

Building Relationships That Last!



General Contracting & Services

Municipal/Commercial/Industrial

Banks

Curtain wall/Storefronts

Demolition/Abatement

Job Order Contracts

Libraries

Park Districts

Green Roof

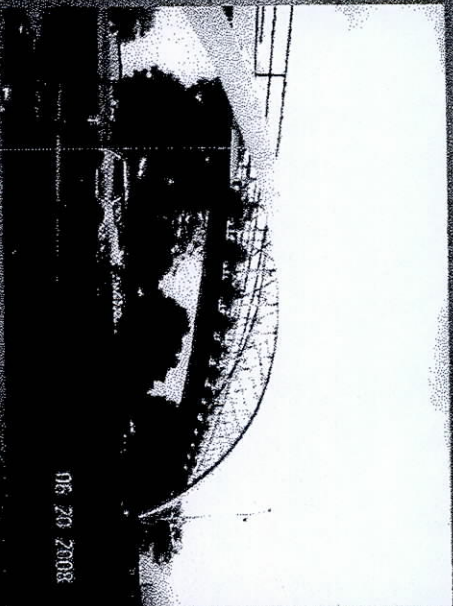
Schools/Universities

Public Housing

Site work

Renovations

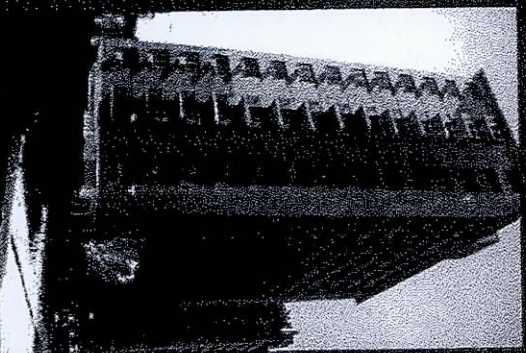
New Construction



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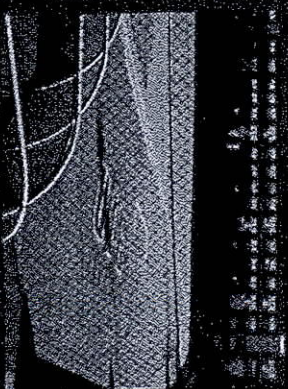
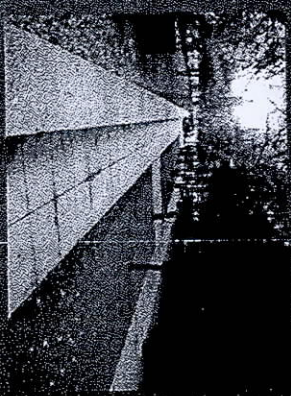
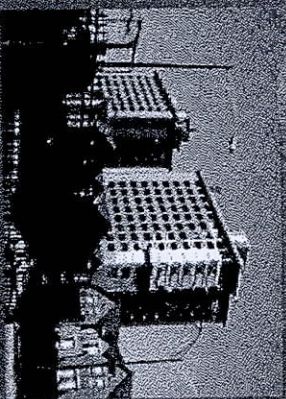
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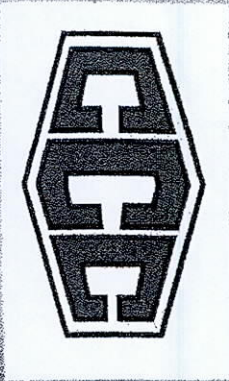




Who we are and what we do.

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





Customers Include:

City of Chicago

Chicago Public Schools

Chicago City Colleges

Chicago Park District

Chicago Housing Authority

Government Services Agency

Veterans Administration

Housing Authority of Cook County

Illinois Capital Development Board

University of Illinois - Chicago



Chicago Commercial Construction

Corporate Office

9101 S. Baltimore Avenue, Chicago, IL 60617

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

www.chicagoccc.com

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

STATEMENT OF BIDDER'S QUALIFICATIONS

This form must be submitted with each bid or proposal. Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

SPECIFICATION OR RFP TITLE Demo Services for 3605 W Douglas Blvd		SPECIFICATION OR RFP NO. IFB 224
COMPANY NAME CCC Holdings, Inc DBA Chicago Commercial Construction	DUN & BRADSTREET NUMBER N/A	
PARENT COMPANY (IF APPLICABLE) N/A	PREVIOUS COMPANY NAME N/A	

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF COMPANY

NAME	OFFICIAL CAPACITY
Jennifer Cullen	President
Frank Kutschke	Vice President

BANK REFERENCES

BANK NAME Royal Savings Bank	ADDRESS 9226 S Commercial Ave	
CITY, STATE, ZIP CODE Chicago, IL 60617	CONTACT PERSON Andrew Morua	TELEPHONE NO. 773-382-2112

BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work of this RFP/Spec.)

AGENCY/COMPANY NAME See Attached		ACTIVITY		DOLLAR AMOUNT	
DATE COMPLETED	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.	
AGENCY/COMPANY NAME See Attached		ACTIVITY		DOLLAR AMOUNT	
DATE COMPLETED	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.	
AGENCY/COMPANY NAME See Attached		ACTIVITY		DOLLAR AMOUNT	
DATE COMPLETED	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.	

The undersigned covenants and agrees to provide the Chicago Housing Authority current, complete and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Chicago Housing Authority or the U. S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and/or for initiating action under federal or state laws concerning false statements.

SIGNATURE OF PRINCIPAL	PRINTED NAME OF PRINCIPAL	DATE SIGNED

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

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SIGNATURE OF PRINCIPAL 	PRINTED NAME OF PRINCIPAL Jennifer Cullen	DATE SIGNED 9/30/2015
----------------------------	--	--------------------------



Chicago Commercial Construction

REFERENCES

Bill Hutchings
University of Illinois Chicago
1140 South Morgan
Chicago, Illinois 60607
312-996-0513
billh@uic.edu

Chris Scott
Chicago Public Schools
1125 South Clark Street
Chicago, Illinois 60603
773-320-4583
cwscott@cps.edu

Bill Bavirsha
University of Illinois Chicago
1140 South Morgan
Chicago, Illinois 60607
312-405-0006
sparky@uic.edu

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

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

**CCC JV Acknowledges the Instructions to Bidders for Contracts Public
and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" ☒ is, ☐ is not included with the bid.

13. Bidder's Signature

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


(Signature and Date)

Jennifer Cullen

(Typed or Printed Name)

President

(Title)

CCC JV

(Company Name)

9101 S Baltimore Ave, Chicago, IL 60617

(Company Address)

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

CCC JV acknowledges the General Contract Conditions

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

~~(b) The Contractor's right to proceed shall not be terminated or the~~

Contractor charged with damages under this clause if –

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

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

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

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

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g.,

change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

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

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

(c) **Payrolls and Basic Records.**

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

of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

- (h) **Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

- (i) **Compliance with Davis-Bacon and related Act Requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

- (j) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

- (k) **Certification of Eligibility.**

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.



CERTIFICATE OF LIABILITY INSURANCE

APPROVED

By Jennifer Maul at 12:34 pm, Nov. 16, 2015

11/11/2015

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
Weible & Cahill
2300 Cabot Drive, Suite 100
Lisle, IL 60532
William P. Weible

CONTACT NAME: William P. Weible**PHONE (A/C, No, Ext):** 630-245-4600**FAX (A/C, No):** 630-245-4601**E-MAIL ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Old Republic General Ins Corp**INSURER B:** Travelers***INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED CCC, JV
9101 S. Baltimore Avenue
Chicago, IL 60617

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		A5CG94351506	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		A5CA94351506	03/01/2015	03/01/2016	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP1258041315NF	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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 N	N/A	A5CW94351506	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: IFB Event No. 224, Demolition Services for 3605 W. Douglas Boulevard, Chicago, IL
Primary and Non-Contributory Additional Insured on the General Liability and Auto: See Page 2.
Excess Follows Form per terms & conditions of policy

CERTIFICATE HOLDER

CHA-01

Chicago Housing Authority
60 E. Van Buren, 12th. 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*Sharon M. Helach*

NOTEPAD:

HOLDER CODE CHA-01
INSURED'S NAME CCC, JV

SHARL-1
OP ID: SH

PAGE 2
Date 11/11/2015

Re: IFB Event No. 224, Demolition Services for 3605 W. Douglas Boulevard,
Chicago, IL

Primary and Non-Contributory Additional Insured on the General Liability
and Auto:

The CHA, its respective commissioners, board members, officers, directors,
agents, construction management firm, employees, vendors, invitees and
visitors

**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 :

CCC HOLDINGS, INC. DBA:
CHICAGO COMMERCIAL CONSTRUCTION
9101 S. BALTIMORE AVENUE
CHICAGO IL 60617

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



LICENSE NUMBER: TGC067749

CERTIFICATE NUMBER: GC067749-3

FEE: \$ 750

DATE ISSUED: 09/17/2015

DATE EXPIRES: 10/23/2016

THIS LICENSE IS NON-TRANSFERABLE

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

A handwritten signature in cursive script, appearing to read "Rahm Emanuel".

Rahm Emanuel
Mayor

A handwritten signature in cursive script, appearing to read "Judith Frydland".

Judith Frydland
Commissioner

CITY OF CHICAGO

LICENSE CERTIFICATE NON-TRANSFERABLE

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

NAME: CCC Holdings, Inc. dba Chicago Commercial Constr

PRINTED ON:
09/09/2015

DBA: Chicago Commercial Construction
AT: 9101 S. BALTIMORE AVE., Floor 1ST
CHICAGO, IL 60617

LICENSE NO.: 2289838
LICENSE: Limited Business License

CODE: 1010

FEE: \$****250.00

PRESIDENT: Jennifer L. Cullen
SECRETARY: Jennifer L. Cullen

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF OCTOBER, 2015

ATTEST: EXPIRATION DATE: October 15, 2017

Rahm Emanuel

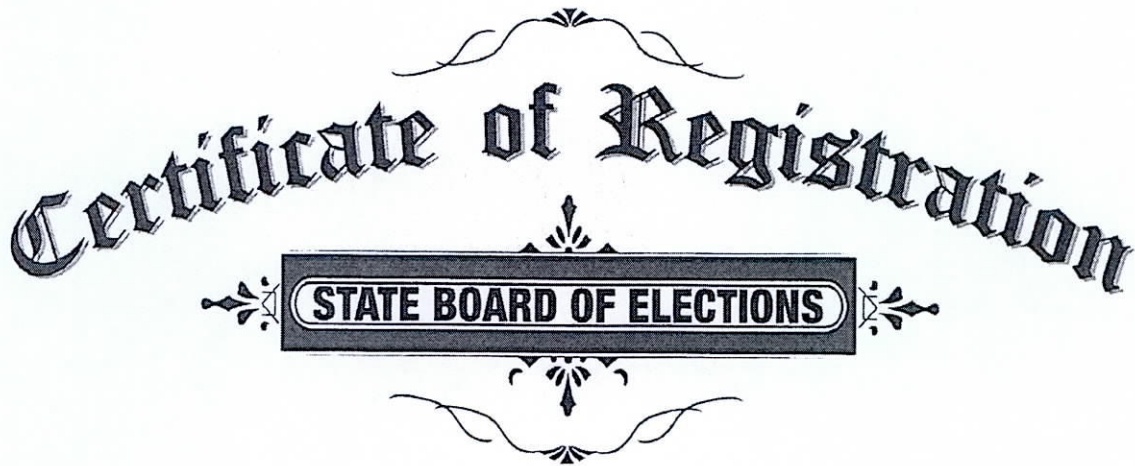
Susana Mendez

ACCOUNT NO 385538 SITE: MAYOR
TRANS NO.

CITY CLERK

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.





Registration No. 25909

CCC Holdings Inc

9101 S Baltimore
PO Box 17597
Chicago IL 60617

Information for this business last updated on:

Thursday, July 24, 2014

Certificate produced on Thursday, July 24, 2014 at 9:17 AM





Chicago Commercial Construction

M. Section 3 Compliance Efforts

Chicago Commercial Construction is and always has hired employees of Section 3 residents when we receive any job from CHA. We hire Assistant Superintendent, Assistant Project Managers, and administrative help for each job when we receive a list of employable residents.

Roles:

Assistant Superintendent: Will assist Superintendent on site on a daily basis with coordinating subcontractors, activities, scheduling, and learning how to problem solve.

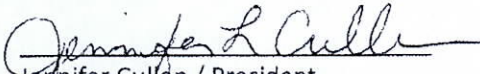
Assistant Project Managers: Assist the Project Manager on day – to – day activities within job objectives; assist with making calls to subcontractors for pricing if need be or coordination efforts.

Administrative: Assist within office with any paper work needed for meetings, assist the Project Coordinator with RFP's or any work they shall need with meeting coordination.

Chicago Commercial Construction will contact CHA for a list of potential hires within the local area or within the vicinity of the job site location. We will interview all and hire based on size of project and needs of the project. We will base our selection on continuing employment to full time once project is complete and the aptitude of this employee is within company needs. Within our company we have further education available to our employees to progress with career field.

Within our initial job review of scope of work for each individual project we will ask CHA for a list of Section #3 businesses and based on scope of work we will hire these firms to complete the specific trade. We work with MBE/WBE companies on all our projects now and continue to have an exceptional working relationship with them.

Chicago Commercial Construction has not had any contracts with HAC or CHA, within the last 12 months. Chicago Commercial Construction has hired Section 3 individuals in the past years and Chicago Commercial Construction intent is to hire at least 1 (one) Section 3 employee, per contract or on a as need basis. In addition to Section 3 hiring, Chicago Commercial Construction, has hired three individuals that were previously unemployed in the last six months.


Jennifer Cullen / President

Signed before me on this 25th day of
September, 2014


Notary



CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Demolition Services at 3605 W Douglas BLVD

224

(IFB or RFP Title or P.O. Commodity Description)

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

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

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** If Seller has participated in a previous contract or subcontract subject to Equal Opportunity Clause (4) C.F.R. Section 60-1.4(a)(1) through (7), or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Specifications for Bid or Request for Proposal. As used in this certification, the term "segregated facilities" means waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
- NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.** A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).


CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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- E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show probable cause or other such notification of non-compliance with EEO regulations.
- F. **CURRENT WORKFORCE:** My/Our firm is committed to Equal Employment Opportunity and the Affirmative Action steps necessary to achieve the goals of the Executive Order. As of this date, the current Total workforce of my/our firm is as follow:

JOB CLASSIFICATION	TOTAL EMPLOYEES	WHITE		BLACK		HISPANIC		OTHER	
		Male	Female	Male	Female	Male	Female	Male	Female
OFFICIALS	3	2	1						
CRAFT (SKILLED)	109	97		4		8			
LABORERS (UNSKILLED)									
CLERICAL	14	10	2				1		1
OTHER SPECIFY									
OTHER SPECIFY									
OTHER SPECIFY									

EXECUTED THIS September DAY OF 30th 2015

BY 
 (SIGNATURE)

William J Cullen
 (PRINTED OR TYPED NAME)

TITLE PRESIDENT
 (PRINCIPAL)

FIRM NAME Sharlen Electric Co.	STREET ADDRESS 9101 S Baltimore
CITY, STATE, ZIP CODE Chicago, IL 60617	TELEPHONE NUMBER 773-721-0700

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Demolition Services at 3605 W Douglas BLVD

224

(IFB or RFP Title or P.O. Commodity Description)

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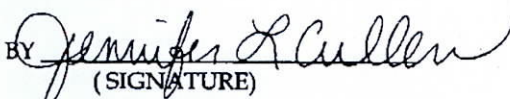
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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		Male	Female	Male	Female	Male	Female	Male	Female
OFFICIALS	2	1	1						
CRAFT (SKILLED)									
LABORERS (UNSKILLED)	2	1	1						
CLERICAL	3	1	1	1					
OTHER SPECIFY									
OTHER SPECIFY									
OTHER SPECIFY									

EXECUTED THIS September DAY OF 30th 2015

BY 
 (SIGNATURE)

Jennifer Cullen

(PRINTED OR TYPED NAME)

President

TITLE (PRINCIPAL)

FIRM NAME Chicago Commercial Construction	STREET ADDRESS 9101 S Baltimore
CITY, STATE, ZIP CODE Chicago, IL 60617	TELEPHONE NUMBER 773-721-2500

Activity ID	Activity Name	Orig Dur	Total Float	Start	Finish	Trade-Hours	2016			
							Mar	Apr	May	Jun
CHA 3605 W. Douglas - Demolition										
Key Milestones		44	0	01-Mar-16	29-Apr-16					
M1000	Notice to Proceed (Asume 01 March 16)	0	0	01-Mar-16*			◆ Notice to Proceed (Asume 01 March 16)			
M1030	Final Completion (60 DAYS FROM NTP = 30Apr16)	0	0		29-Apr-16*			◆ Final Completion (60 DAYS FROM NTP = 30Apr16)		
M1040	Substantial Completion	0	0		29-Apr-16			◆ Substantial Completion		
Kick-off		5	10	01-Mar-16	07-Mar-16					
GC1000	Issue Contracts to Subcontractors	5	0	01-Mar-16	07-Mar-16		■ Issue Contracts to Subcontractors			
GC1010	Kick-off Meeting	1	14	01-Mar-16	01-Mar-16		■ Kick-off Meeting			
Submittals / Approvals / Procurement		33	11	01-Mar-16	14-Apr-16					
SUB2000	Division 1 Submittals (General Requirements)	5	0	01-Mar-16	07-Mar-16		■ Division 1 Submittals (General Requirements)			
SUB2010	Division 2 Submittals (Site Work)	5	29	01-Mar-16	07-Mar-16		■ Division 2 Submittals (Site Work)			
SUB2030	Division 2b Submittals (Asbestos Abatement)	5	29	01-Mar-16	07-Mar-16		■ Division 2b Submittals (Asbestos Abatement)			
SUB2020	Division 2a Submittals (Building Demolition)	5	11	01-Mar-16	07-Mar-16		■ Division 2a Submittals (Building Demolition)			
SUB1000	Division 1 (General Requirements) - CHA Approval	10	0	08-Mar-16	21-Mar-16		■ Division 1 (General Requirements) - CHA Approval			
SUB1010	Division 2 (Site Work) - CHA Approval	10	29	08-Mar-16	21-Mar-16		■ Division 2 (Site Work) - CHA Approval			
SUB1030	Division 2b (Asbestos Abatement) - CHA Approval	10	29	08-Mar-16	21-Mar-16		■ Division 2b (Asbestos Abatement) - CHA Approval			
SUB1020	Division 2a (Building Demolition) - CHA Approval	10	11	08-Mar-16	21-Mar-16		■ Division 2a (Building Demolition) - CHA Approval			
SUB3000	Division 2 (Site Work) Materials Lead Time	18	11	22-Mar-16	14-Apr-16		■ Division 2 (Site Work) Materials Lead Time			
Permits		15	0	01-Mar-16	21-Mar-16					
PERM-1000	Obtain Building Permit	15	0	01-Mar-16	21-Mar-16		■ Obtain Building Permit			
PERM-1010	Provide Required Notifications	15	0	01-Mar-16	21-Mar-16		■ Provide Required Notifications			
General Conditions		44	0	01-Mar-16	29-Apr-16					
GC1040	General Conditions	44	0	01-Mar-16	29-Apr-16		■ General Conditions			
GC1050	Overhead & Profit	44	0	01-Mar-16	29-Apr-16		■ Overhead & Profit			
GC1070	Mobilization	1	0	22-Mar-16	22-Mar-16		■ Mobilization			
Construction		28	0	23-Mar-16	29-Apr-16					
EXT-1000	Start Construction	0	0	23-Mar-16			◆ Start Construction			
EXTDM-1010	Install Perimeter Security Fence	1	0	23-Mar-16	23-Mar-16	16	■ Install Perimeter Security Fence			
EXTDM-1020	Coordination of Rodent Control Inspection	9	1	23-Mar-16	04-Apr-16	72	■ Coordination of Rodent Control Inspection			
EXTDM-1030	Disconnect / Cap Terminate Utilities	2	0	24-Mar-16	25-Mar-16	32	■ Disconnect / Cap Terminate Utilities			
EXTDM-1040	ACM Removal and Disposal	5	0	28-Mar-16	01-Apr-16	80	■ ACM Removal and Disposal			
EXT-1010	Implement Safety & Protective Procedures at Adjacent Structures	2	0	04-Apr-16	05-Apr-16	16	■ Implement Safety & Protective Procedures at Adjacent Structures			
EXTDM-1050	Superstructure Demolition	5	0	06-Apr-16	12-Apr-16	200	■ Superstructure Demolition			
EXTDM-1060	Foundation Demolition / Excavation / Removal	2	0	13-Apr-16	14-Apr-16	40	■ Foundation Demolition / Excavation / Removal			
EXTDM-1070	Underground Utility Excavation / Removal	2	0	15-Apr-16	18-Apr-16	32	■ Underground Utility Excavation / Removal			
EXTDM-1080	Backfill & Compaction	2	0	19-Apr-16	20-Apr-16	16	■ Backfill & Compaction			
EXTD01-1010	Demolition of Surface Features, Final Grading, & Seeding	2	0	21-Apr-16	22-Apr-16	32	■ Demolition of Surface Features, Final Grading, & Seeding			
EXTD01-1020	Restoration of Surface Features to Remain	1	0	25-Apr-16	25-Apr-16	16	■ Restoration of Surface Features to Remain			
EXTD01-1030	Any Additional Final Grading, Drainage & Seeding	1	0	26-Apr-16	26-Apr-16	16	■ Any Additional Final Grading, Drainage & Seeding			
EXTD01-1040	Removal of Security Fence (after 2" of grass growth)	1	0	27-Apr-16	27-Apr-16	16	■ Removal of Security Fence (after 2" of grass growth)			
EXTD01-1060	Final Inspection	1	0	28-Apr-16	28-Apr-16		■ Final Inspection			
EXTD01-1070	Punchlist	1	0	29-Apr-16	29-Apr-16	8	■ Punchlist			
EXTD01-1090	Construction Complete	0	0		29-Apr-16		◆ Construction Complete			
<div> <div>■ Remaining Level of Effort</div> <div>■ Actual Work</div> <div>■ Remaining Work</div> <div>■ Critical Remaining Work</div> <div>◆ Milestone</div> </div>							<div> <div>Project ID: CHA 3605 W Douglas</div> <div>Start Date: 01-Mar-16</div> <div>Finish Date: 29-Apr-16</div> <div>Data Date: 01-Mar-16</div> </div>			
							<div> <div> <div>Date</div> <div>29-Sep-15</div> </div> <div> <div>Revision</div> <div>Bid Schedule</div> </div> <div> <div>Checked</div> </div> <div> <div>Approved</div> </div> </div>			



Activity ID	Activity Name	Orig Dur	Total Float	Start	Finish	Trade-Hours	2016				
							Feb	Mar	Apr	May	Jun
Project Closeout		13	0	13-Apr-16	29-Apr-16						
CLOS-1040	Closeout Meeting	1	0	13-Apr-16	13-Apr-16						
CLOS-1100	Prepare & Submit 100% Closeout Documents	2	0	14-Apr-16	15-Apr-16						
CLOS-1030	City Task Force Inspections	1	1	14-Apr-16	14-Apr-16						
CLOS-1120	Review & Approve 100% Closeout Documents	10	0	18-Apr-16	29-Apr-16						

- Closeout Meeting
- Prepare & Submit 100% Closeout Documents
- City Task Force Inspections
- Review & Approve 100% Closeout Documents

- Remaining Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Milestone

Project ID: CHA 3605 W Douglas
 Start Date: 01-Mar-16
 Finish Date: 29-Apr-16
 Data Date: 01-Mar-16



Date	Revision	Checked	Approved
29-Sep-15	Bid Schedule		

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	Tilden High School	Kenwood/Canter Schools	Orland Grasslands	Chick Evans Parking Lot Improvements	Rubio Woods		
CONTRACT WITH	CPS	CPS	FPDCC	FPDCC	FPDCC		
ESTIMATED COMPLETION DATE	10/15/2015	10/15/2015	1st Q, 2016	11/15/2015	1st Q, 2016		
TOTAL CONTRACT PRICE	\$1,287,000	\$4,475,068.78	\$319,595.46	\$442,218.70	\$848,802.16		TOTAL
UNCOMPLETED DOLLAR VALUE	30%	5%	50%	45%	50%		

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) GC	\$40,000	0	\$10,000	\$15,000	\$10,000		\$75,000
TOTALS	\$40,000	0	\$10,000	\$15,000	\$10,000		\$75,000

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	MBB Ent.	Ashlaur	CPMH	CPMH	A-1 Roofing
TYPE OF WORK	Masonry	Carpentry	Site work	Paving/Concrete	Roofing
SUBCONTRACT PRICE	910,000	\$410,230	70,000	240,329	65,000
AMOUNT UNCOMPLETED	300,000	50,000		140,000	
SUBCONTRACTOR	FDG Roofing	FDG Roofing	Matthew Paving		Ashlaur
TYPE OF WORK	Roofing	Roofing	Paving		Carpentry/Paint
SUBCONTRACT PRICE	95,000	\$100,000	4,300		42,100
AMOUNT UNCOMPLETED	40,000	100,000 0			
SUBCONTRACTOR	Oosterbaan	Lanco/Garth	TAC		Compass
TYPE OF WORK	Painting	Masonry	Concrete		Concrete
SUBCONTRACT PRICE	11,800	1,007,000	120,000		104,000
AMOUNT UNCOMPLETED	5700	0			
SUBCONTRACTOR	Midway Cont. Gp.	Thyssen Krupp			Windy City
TYPE OF WORK	LBP Abate	Elevator			Site Work
SUBCONTRACT PRICE	13,450	130,000			162,000
AMOUNT UNCOMPLETED	0	0			

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

Signed

Jennifer A. Cullen

this 30th day of September 20 15 Company

CCC JV

9101 S. Baltimore Address
Chicago, IL 60617

Green Y. Pulgarin

My commission expires:

8/17/2016

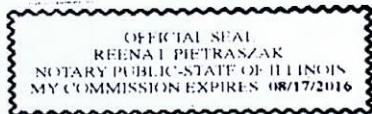


EXHIBIT B

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

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: CCC JV (CCC and Sharlen Electric)

Bidder/Proposer Address: 9101 S Baltimore Ave
Chicago, IL 60617

IFB/RFP NUMBER: 224

Federal Employee I.D. #: [REDACTED] 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 Joseph Kibbon as CFO
(Name) (Title)

and on behalf of Sharlen Electric, Inc. ("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

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CONTRACTOR'S AFFIDAVIT

Average Annual Sales - Last 3 years: \$16,277,990.00

Current Net Worth: \$2,047,185.00 Date Business Started 10-26-1992

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>William Cullen</u>	<u>President</u>	<u>Joseph Kibbon</u>	<u>CFO</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </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>William Cullen</u>	<u>9101 S Baltimore Ave</u>	<u>100</u> %
<u> </u>	<u>Chicago, IL 60617</u>	<u> </u> %
<u> </u>	<u> </u>	<u> </u> %
<u> </u>	<u> </u>	<u> </u> %
<u> </u>	<u> </u>	<u> </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%

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

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

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

SECTION 2. PARTNERSHIP

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

NAME OF PARTNERS (Print/Type)	PERCENTAGE INTEREST
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIPS

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

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

- 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:

SECTION 4. NOT-FOR-PROFIT CORPORATIONS

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

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

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

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

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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-

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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

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

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the 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.

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

III. STATE TAX DELINQUENCIES

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

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

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administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the 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.

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

VI. EPA CONTRACTOR LISTING

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

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- 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.

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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, entitle "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

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agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the 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 _____ NO X

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

YES _____ NO _____

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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

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

XII. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. 224 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

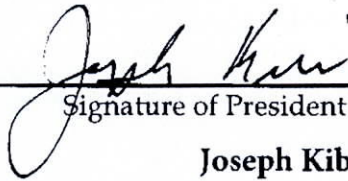
The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on June 2004, 95-HUD-5 especially Sections 19 through 25 thereof. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

CHICAGO HOUSING AUTHORITY
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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

Joseph Kibbon

Name of President or Authorized Officer

CFO

Title

773-721-0700

Telephone Number

State of Illinois)

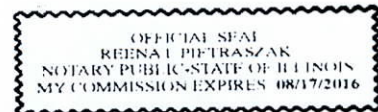
County of Cook)

Signed and sworn to before me this 30th day of September, 20 15
by

Joseph Kibbon (Name) as CFO

(Title) of Sharken Electric (Contractor)

Notary Public Signature 



Weible & Cahill
2300 Cabot Drive, Suite 100
Lisle, IL 60532
630-245-4600 / 630-245-8010 (Fax)

September 29, 2015

TO: Missy Winston
CCC JV Via Email

FROM: Sharon Kelsch

Project: Demolition Services for 3605 West Douglas Blvd.
Owner: CHA
Bid Date: 9/30/15
Estimate: \$100,000

We have reviewed the specifications on this project that you sent to us. In order to fully comply with these requirements, additional premiums may be generated. The following will outline our quotation:


	<u>Required Y/N</u>	<u>Limit</u>	<u>Rate</u>	<u>Premium</u>
Additional Insured:	Yes, on a Primary and Non-Contributory basis. Can be included at no additional cost.			
Railroad Protective:	States needed if any work is to be done adjacent to or on railroad property. Please let me know if you should need.			
Owners/Contractors Protective	No			
Builders Risk	Yes. Based on the estimate given of \$100,000; the minimum premium of \$2,575 would apply. The deductible is \$5,000, Flood and quake are excluded. If you should need, let me know and I will see if we can get those included. If your estimate changes, the premium could change. Also, if the project should run longer than one year and the policy needs to be extended, there would be an additional premium to do so.			
Waiver of Subrogation	No			
Umbrella/Excess	Nothing more than you currently carry.			
U.S.L. & H.	No			
Pollution, Professional, Lead/Asbestos Abatement & Mold Remediation Liability	States could be needed if the exposure exists. Please let me know if you should need.			


COMMENTS: Good Luck with your bid! Please let me know if you have any questions. **Missy, I never did get the General Conditions to review the insurance requirements that they reference are included in them. This is based strictly on what you originally attached.**

Does this contract require your subcontractors to carry the same limits as you? Require your subcontractors to include you as an additional insured.

CHA BOARD APPROVED ETHICS POLICY

CHANGE.
CHICAGO HOUSING AUTHORITY


Jennifer Cullen - President (CCC)


William Cullen - President (Sharién)

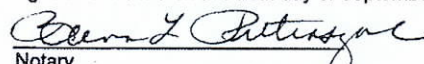
Signed before me on this 25th day of September, 2014

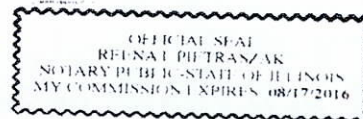

Notary



Approved by CHA Board of Commissioners
June 15, 2004

Signed before me on this 25th day of September, 2014


Notary





Chicago Commercial Construction

September 25, 2014

Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60609

This letter is in response to the Submittal Requirements, Article VI, section K, Liens, Suits and Judgments that needs a detailed description of any disputes and a complete list of any lawsuits or judgments occurring within the last five (5) years. Neither Chicago Commercial Construction nor Sharlen Electric Co. had any disputes, lawsuits, judgments or current liens against them.

Thank you

Jennifer Cullen
President
Chicago Commercial Construction

William Cullen
President
Sharlen Electric Co.

Signed before me on this 25th day
of September, 2014

Notary



Signed before me on this 25th day
of September

Notary



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

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

RFP/IFB/CONTRACT/PURCHASE ORDER NO: 224 DATE FORM SUBMITTED: 09/30/2015

PROJECT TITLE: Demolition Services for 3605 West Douglas Blvd.

PRIME CONTRACTOR NAME(S): CCCJV

ADDRESS: 9101 S. Baltimore Ave., Chicago, IL 60617 TELEPHONE: 773 721-2500

CONTACT NAME/TITLE: Jennifer L. Cullen / President

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

Ethnicity: Caucasian Gender: Female

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO. : [REDACTED]

CONTRACT AMOUNT: \$ 84,825.00

M/W/DBE TOTAL: \$ 72,500.00

M/W/DBE TOTAL PERCENTAGE: 85% %

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

The Contractor shall in determining the manner of M/W/DBE participation, first consider Direct Participation with M/W/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. After exhausting reasonable good faith efforts and with prior CHA approval, the bidder/proposer may also meet all or part of the CHA's M/W/DBE commitment goals, through Indirect Participation, by contracting with M/W/DBEs for the provision of goods and services not directly related to the performance of the contract/scope of work. Indirect participation can be demonstrated by providing copies of canceled checks (both front and back) paid to the certified subcontractors, and a Letter of Certification that was current at the time the checks were issued to the subcontractor (must be entered into B2Gnow and Contract Compliance Specialist will approve). Indirect participation must have occurred within a six month period of the dates of this contract and will not be considered as acceptable participation on multiple contracts.

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

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

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

I. DIRECT PARTICIPATION

A. COMPANY NAME: Windy City Contracting
ADDRESS: 2548 W Division Street, Chicago, IL 60622
CONTACT PERSON: Jorge Elizondo TELEPHONE: 773-245-4080
E-MAIL ADDRESS: jorge@windycitycontracting.com
ORIGINAL M/W/DBE DOLLAR VALUE: \$72,500 % of Total Contract Value: 85%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Demolition/Environmental/Landscaping

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. INDIRECT PARTICIPATION

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

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

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

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

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

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

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

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

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

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

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

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

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

AFFIDAVIT OF PRIME CONTRACTOR

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

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

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

NAME OF PRIME CONTRACTOR (Print or Type)

CCC JV

AUTHORIZED OFFICER

Jennifer L. Cullen

Name

Jennifer L. Cullen

Signature

09/30/2015

Date

NAME OF NOTARY (Print or Type)

Melissa D. Winston

STATE OF IL COUNTY OF Cook ON THIS 30 DAY OF

Sept. 2015 BEFORE ME APPEARED [NAME] Jennifer L. Cullen TO ME PERSONALLY

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

AUTHORIZED BY (NAME OF COMPANY) CCC JV TO EXECUTE THIS AFFIDAVIT AND DID SO AS

HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC *[Signature]* (SEAL) COMMISSION EXPIRES:

02/07/2018



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: CCC JV

RFP/IFB/RFO/CONTRACT or PO NUMBER: 224 DATE FORM COMPLETED: 09/30/2015

PROJECT TITLE: Demolition Services for 3605 West Douglas Blvd.

CONTACT NAME/TITLE: Jennifer L. Cullen / President

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

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

Overview:

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

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

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

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

Instructions:

Part I: Hiring

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

Part II: Contracting

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

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

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

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

Part III: Other Economic Opportunities

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


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

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

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

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

Prime Contractor Acknowledgement of Section 3 Requirements:


Signature of Principal of Contractor

09/30/2015

Date

Jennifer L. Cullen
Print Name

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

SAMPLE HIRING CHART

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

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

CHICAGO HOUSING AUTHORITY (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:	\$ 8,490
Total Percentage of Section 3 Business Concern Contracts:	10 %

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

Contracts to Section 3 Business Concerns	
COMPANY NAME:	Windy City Contracting
ADDRESS:	2548 W Division St, Chicago, IL 60622
CONTACT PERSON:	Jorge Elizondo
TELEPHONE:	773-425-4080
E-MAIL ADDRESS:	jorge@windycitycontracting.com
ORIGINAL CONTRACT DOLLAR VALUE:	\$72,500
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:	Demo/Abatement/Landscaping
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):	
NTP to Final Completion	
COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE:	
E-MAIL ADDRESS:	
ORIGINAL CONTRACT DOLLAR VALUE:	
AMENDED CONTRACT DOLLAR VALUE:	
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.	
WORK TO BE PERFORMED/MATERIALS SUPPLIED:	
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):	

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

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

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

Contracts to Section 3 Business Concerns (continued)

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

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

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

Table II.b: Contracting Shortfall

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

--

Table II.c: Outreach Efforts

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

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

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

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

Part III: OTHER ECONOMIC OPPORTUNITIES

Table III: Other Economic Opportunities Plan(s)

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

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

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

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

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

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

Mentorship Program Participation

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

Quantifiable Goals

Anticipated Results

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

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

Training Program

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

Internship Program

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

Other Results-Oriented Economic Opportunities (Please Describe)

Note: Any part-time hires can be represented here.

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

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

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

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

Section 3 Fund

Note: Please refer to page three (3) Part III: Other Economic Opportunities for more details on contributions.

Hiring	<input type="checkbox"/> 5% of total contract value (Construction)- Not to Exceed \$100,000	
	<input type="checkbox"/> 1.5% of total contract value (Professional Service)- Not to Exceed \$100,000	
Contracting	<input type="checkbox"/> Contributing the difference between the actual subcontracting dollar amount and the minimum subcontracting requirement	<input type="checkbox"/> 10% of total contract value (Construction) Not to Exceed \$500,000
	<input type="checkbox"/> Not to Exceed \$500,000	<input type="checkbox"/> 3% (Other Contracts- including Professional Service) Not to Exceed \$500,000

Contribution to Section 3 Fund

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

Dollar Value of Contribution \$

How will I contribute the funds?

☐ CHA can deduct portions from each of my purchase orders

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

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

CCC IV

NAME OF PRIME CONTRACTOR (Print or Type)

Jennifer L. Cullen

NAME OF AUTHORIZED OFFICER

Melissa D. Winston

Date 09/30/2015

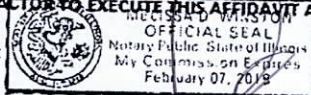
NAME OF NOTARY (Print or Type)

STATE OF IL COUNTY OF Cook ON THIS 30 DAY OF Sept. 20 15 BEFORE ME APPEARED (NAME) Jennifer L. Cullen

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

NOTARY PUBLIC: (SEAL):

COMMISSION EXPIRES: 02/07/2018



INTERNAL CHA APPROVAL:

COMPLIANCE MANAGER'S SIGNATURE

DATE

INTERNAL CHA APPROVAL:

SECTION 3 ADMINISTRATOR

DATE

(Applicable when Other Economic Opportunities are proposed)

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

SCHEDULE C
Letter of Intent M/W/DBE and/or Section 3 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor and/or Self-Performing Prime Contractor)

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: Windy City Contracting

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

Section 3 Business Concern: ☒ Yes ☐ NO

FEIN: [REDACTED] ETHNICITY: Hispanic GENDER: Male

CONTACT NAME/TITLE: Jorge Elizondo

E-MAIL ADDRESS: jorge@windycitycontracting.com

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: 224

PROJECT TITLE: Demo Services for 3605 W Douglas Blvd DATE FORM COMPLETED: 9/29/2015

PRIME CONTRACTOR: CCC JV (NAME) 773-721-2500 (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:

Demolition
Environmental
Landscaping

3. Indicate the total dollar value: \$ \$72,500

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):

Subcontractor - Will be under Contract

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

SCHEDULE C
Letter of Intent M/W/DBE and/or Section 3 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor and/or Self-Performing Prime Contractor)

AFFIDAVIT

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

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

Windy City Contracting

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

(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

09-29-2015

(DATE)

Elizabeth Snodgrass

(NAME OF NOTARY - PRINT OR TYPE)

STATE OF Illinois COUNTY OF Cook

ON THIS 29th DAY OF September 2015

BEFORE ME APPEARED (NAME) Jorge Elizondo

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

NOTARY PUBLIC:

Elizabeth Snodgrass

COMMISSION EXPIRES: July 03, 2018

