

and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

i. Section 3 - Clause

- 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 A/E agrees to send to each labor organization or representative of workers with which the A/E has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the A/E'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 A/E 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 A/E will not subcontract with any subcontractor where the A/E has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The A/E will certify that any vacant employment positions, including training positions, that are filled (1) after the A/E 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 A/E's obligations under 24 CFR Part 135.
- f. Non-compliance with HUD's regulations in 24 CFR part 135 may

result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

ii. Section 3 Compliance Goals

- a. A/E's 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.

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

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 concerns."
- b. The A/E and its subcontractors 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 a Task Order awarded to the A/E 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.
- c. 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.
- d. A/E's 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).

iii. Documenting and Reporting

- a. A/E agrees to comply with the above Section 3 requirements in accordance with the A/E's Compliance Affidavit, which shall be prepared by the A/E and agreed to by CHA. CHA shall not be required to agree to A/E's Utilization Plans submitted with each Task Order until the A/E meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Policy (http://www.thecha.org/pages/section_3/65.php or see the copy included in the solicitation) as may be required. A/E's Compliance Affidavit is attached hereto as Exhibit A and is incorporated by reference herein.
 - b. The A/E and its subcontractors shall provide all required compliance data with respect to A/E's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The A/E 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 A/E 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.
- iv. This Section 3 Contract Provision shall flow down to each subcontract at every tier.

B. MBE/WBE/DBE Compliance

A/E agrees to comply with the CHA's Minority and Women Disadvantaged Business Enterprise ("MBE/WBE/DBE") requirements in accordance with the A/E's Compliance Affidavit and otherwise comply with the CHA's MBE/WBE Policy (see http://www.thecha.org/assets/1/22/Amendment_to_Special_Conditions_-_M-WBE.pdf) or the copy included in the RFQ).

Documenting and Reporting. The A/E and its subcontractors shall provide all required compliance data with respect to A/E's MBE/WBE/DBE 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 A/E 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.

11. Clean Air and Water

Pursuant to federal regulations [2 CFR Part 200 Appendix II] and other federal law, the A/E shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857h-4 transferred to 42 U.S.C. 7607, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), on all Task Orders, subcontracts, and subgrants of amounts in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00).

12. Energy Efficiency

Pursuant to Federal regulations and other federal law, except when working on an Indian Housing Authority Project on an Indian Reservation, the A/E shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C. 6321 et. seq.).

13. Prevailing Wages

In accordance with Section 12 of the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437j), the A/E shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable state or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

14. CHA's Minimum Wage Requirement

In accordance with CHA's Minimum Wage Requirements, the A/E shall (i) pay its employees no less than Thirteen Dollars per hour (\$13.00/hr.) for work performed pursuant to Task Orders issued under this Agreement, and shall (ii) require any subcontractors of the A/E to pay its employees no less than Thirteen Dollars per hour (\$13.00/hr.) for work performed under the Task Orders issued hereunder. CHA's Minimum Wage Requirements may be found on CHA's website at http://www.thecha.org/assets/1/6/CHA_Minimum_Wage_Requirement.pdf.

Notwithstanding the foregoing, Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) shall preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally-imposed wage rate (24 CFR 965.101).

15. Non-Applicability of Fair Housing Requirements in Indian Housing Authority Contracts

Certain fair housing requirements in federal regulations [24 CFR 905.115(b)] and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4), which prohibit discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act, as amended (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing, do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

16. Prohibition Against Liens

The A/E is prohibited from placing a lien on the Owner's property, including, but not limited to, the Improvements and the Site. This prohibition shall be placed in all A/E subcontracts.

17. Non-Discrimination

A/E shall comply with all federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. A/E shall particularly remain in compliance at all times with: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq., (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq., (1990). Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, Ill. Admin. Code Tit. 44 section 750 Appendix A, which is attached hereto as Exhibit C and incorporated by reference herein; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, A/E must furnish such reports and information as requested by the Chicago Commission on Human Relations.

18. CHA Inspector General

It is the duty of the A/E and its subcontractors to cooperate with the CHA Inspector General in any investigation or hearing undertaken. All of the A/E's subcontracts must inform subcontractors of this provision and require agreement and compliance with the same.

19. No Damages for Delay

A/E agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred by reason of suspension of work or delays caused by the CHA with respect to any Task Order or Services performed under this Agreement. A/E's sole and exclusive remedy for suspension of work or delays caused by the CHA is an extension of time equal to the duration of the suspension or delay to allow A/E to perform.

20. Business Documents and Contractor's Affidavit

A/E's Contractor's Affidavit, Contractor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate are

attached hereto as Exhibit F and incorporated by reference as if fully set forth herein. The Contractor shall at all times comply with, and be in compliance with the Contractor's Affidavit, Contractor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate.

ARTICLE I: GENERAL CONDITIONS

1. Drug-Free Workplace

The A/E shall establish procedures and policies to promote a "Drug-Free Workplace." The A/E shall notify all employees of its policy for maintaining a "Drug-Free Workplace," and the penalties that may be imposed for drug abuse violations occurring in the workplace. The A/E shall notify the Owner if any of its employees are convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

2. Independent Contractor

The A/E shall perform the Services under this Agreement as an independent contractor to the Owner and not as a representative, employee, agent, or partner of the Owner.

3. Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties hereto, and all prior negotiations, representations and agreements between the parties and understandings of every name, nature and description have been merged into and superseded by this Agreement with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. All Task Orders issued hereunder are subject to the terms and conditions of this Agreement.

4. Counterparts

This Agreement may be executed in several identical counterparts, each of which shall be deemed an original and constitute one Agreement binding on the parties hereto.

5. Amendments and Task Order Modifications

No changes, amendments, modifications, or discharge of this Agreement or any part thereof, or of any Task Order issued hereunder, shall be valid unless in writing and signed by the authorized agent of the A/E and by the CEO of the Owner or his/her respective designees. The CHA shall incur no liability for Additional Services without a written modification of a Task Order pursuant to this Section.

Whenever in this Agreement the A/E is required to obtain prior written approval, the effect of any approval which may be granted pursuant to the A/E's request shall be prospective only from the later of the date approval was requested or the date on which the action for

which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was granted.

6. Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with federal laws and the laws of the State of Illinois. All disputes which arise in connection with, or are related to, this Agreement or any claimed breach hereof, shall be resolved, if not sooner settled, by litigation only in the Circuit Court of Cook, County, Illinois, or the Federal Court in the Northern District of Illinois, and not elsewhere, subject only to the authority of the Court in question to order changes in venue. The A/E agrees that service of process on the A/E may be made, at the option of the Owner, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the A/E or by personal delivery on any officer, director, or managing or general agent of the A/E.

7. Severability

If any provisions of this Agreement, or part thereof, shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof, or is in violation of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

8. Interpretation

Any heading of this Agreement is for convenience of reference only and does not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

9. Communication and Notices

A. Communication between the Parties

Except where formal notice is required to be delivered under the terms of this Agreement, all routine communication under the terms of this Agreement,

including the transmission of all Deliverables required hereunder, shall be made through the Owner's Capital Construction Division. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing the U.S. District Court for the Northern District of Illinois.

B. Notices

Any and all notices, demands, requests, permissions, consents, approvals, and other communications that are required to be given or are given hereunder ("Notices") shall be in writing and shall be sent by (i) courier or messenger, (ii) U.S. certified or registered mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight mail carrier for next business day delivery. Notice will be deemed effective (i) when received, if personally delivered by messenger or courier, (ii) three (3) business days after the date deposited in any post office regularly maintained by the United States Postal Service if sent by certified or registered mail, or (iii) one (1) business day after the date deposited with a nationally recognized overnight mail carrier.

Notices sent to the A/E shall be addressed to:

Rada Doytcheva, Principal
RADA Architects, Ltd.
233 N. Michigan Avenue Suite 2320
Chicago, IL 60601
Phone: (312) 856-1970
Email: rada@rada-arch.com

Notices sent to the Owner shall be addressed to:

Chicago Housing Authority
60 East Van Buren St., 13th Floor
Chicago, Illinois 60605
Attention: Chief Procurement Officer

With a copy to:
Office of the General Counsel
Chicago Housing Authority
60 East Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Officer

10. Authority

A. Owner's Authority


The Owner has executed this Agreement, as amended with full authority pursuant to the United States Housing Act of 1937, 42 U.S.C. 1437 et seq., regulations promulgated by HUD, and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances, and the signature of each person signing on behalf of the Owner has been affixed with complete and full authority to commit the Owner to all terms and conditions of this Agreement.

B. A/E Authority

The A/E has been duly authorized to execute this Agreement, by proper agreement of all required partners, if a partnership, or by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the A/E has been affixed with complete and full authority to commit the A/E to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Owner and the A/E have executed this Agreement as of the date first written above.


CHICAGO HOUSING AUTHORITY

By: 
Dionna Brookens
Chief Procurement Officer

Approved as to Form and Legality
Chicago Housing Authority
Office of the General Counsel

By: 
James L. Bebley
Chief Legal Officer

RADA ARCHITECTS, LTD.

By: 
Print Name: Radosveta Doytcheva
Title: President

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

RFP/RFQ/Bidder/Proposers' M/W/DBE & Section 3
Contract Compliance Affidavit

RFP/IFB/CONTRACT/PURCHASE ORDER NO: Event #1647 DATE FORM COMPLETED: 10/13/16

PROJECT TITLE: Request for Qualifications for Professional Design Firms

DEVELOPER NAME: N/A

PRIME CONTRACTOR NAME(S): RADA Architects Ltd

ADDRESS: 233 N Michigan Ave #2320, Chicago, IL 60601 TELEPHONE: () 312-856-1970

CONTACT NAME/TITLE: Rada Doytcheva/Principal

E-MAIL ADDRESS: rada@rada-arch.com

Ethnicity: Caucasian Gender: Female

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO.: 36-3945019

CONTRACT AMOUNT: \$ TBD

As a respondent to CHA IFB/RFP/CONTRACT or PO NUMBER 1647 do hereby affirm that I understand and fully support the policy and regulations set forth in the Amendment to Special Conditions M/W/DBE Utilization Plan, the Section 3 Policy (hereafter referred to as the Policies), and Davis-Bacon and Related Acts (when applicable).

Given that contracts awarded for work under this IFB/RFP/CONTRACT are subject to the future issuance of contracts whose amounts will constitute the actual dollar amount, I understand that my M/W/DBE Utilization (Schedules A and C) and Section 3 Utilization (Schedule B) Plans will be required to be submitted on each award to reflect actual contract amounts to the listed contractors.

Based upon the total amount of the award as constituted by all issued awards, I agree to fully comply with the minimum participation goals as outlined in the Policies and the following reporting requirements:

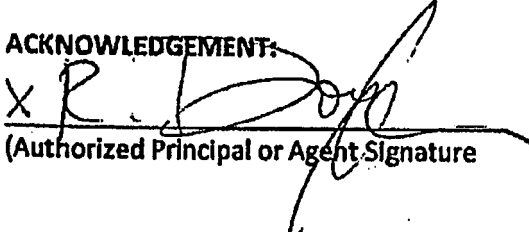
- Submit within five (5) business days of issuance of an award, copies of all resultant subcontractor agreements with approved certified M/W/DBE firms, and
- On a monthly basis an updated payment report must be entered for every subcontractor (M/W/DBE and non-minority subcontractors) into B2Gnow (CHA's electronic payment monitoring software for contractors and subcontractors)
- Submit weekly/bi-weekly payrolls for service contracts with the Schedule D- Hiring Report via LCPtracker (CHA's online payroll monitoring software)

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

RFP/RFO/Bidder/Proposers' M/W/DBE & Section 3
Contract Compliance Affidavit

I further understand that any changes to my approved M/W/DBE and Section 3 Utilization Plans require the approval of the Department of Procurement & Contracts' Contract Compliance Division.

ACKNOWLEDGEMENT:

X 
(Authorized Principal or Agent Signature)

10/13/16

Date

APPROVED:


(Contract Compliance Specialist)

12/9/16
Date

EXHIBIT B
CONSTRUCTION COST ESTIMATES

The A/E shall prepare, if required, during Phases of Basic Services set forth in this Agreement, Construction Cost Estimates based on the general guidelines included in the following procedure and as required by the CHA.

Term

Construction Cost Estimate

Definition

The probable cost to construct or put in place Work outlined in Design or Construction Documents. This Construction Cost Estimate shall include, but shall not be limited to:

- a. indirect charges, which include, but is not limited to, site overhead charges, home office charges, bonds and insurances, temporary construction, supervisory and management staff;
- b. direct cost of performing the Work;
- c. allowances, including the Owner's furnished items and allowances for undefined Work; and
- d. any contingencies (depending on the Phase or stage at which the Construction Cost Estimate is being prepared).

In addition, the Construction Cost Estimates shall follow the following guidelines:

- a. All Construction Cost Estimates shall be organized according to the WBS (Work Breakdown Structure) set forth by the CSI (Construction Specifications Institute) format.
- b. All Construction Cost Estimates shall be prepared using the latest version of the Construction Documents and an approved Construction Cost Estimate Summary Template.
- c. All Construction Cost Estimates shall be of appropriate and adequate level of detail for review and approval by the Owner.
- d. Any and all escalation must be applied directly to associated costs affected.
- e. Any and all Construction Cost Estimates or "Statements of Probable Construction Cost" submitted by the A/E shall have all associated construction costs assembled, broken-down, and shown by way of labor, material, and equipment at their corresponding 'unit of measure.'

Contingency

An allowance of resources (money, time, materials or other) to offset any impact due to unknown conditions, circumstances or lack of information. Category shall not be used to cover-up poor estimating practices (i.e. careless or unjustified padding of cost elements).

PROCEDURE

The following general steps are involved in the estimating process:

1. Provide an estimate of expected reasonable cost for the scope of Work defined and quantified from the Agreement.
2. Determine a reasonable expected local market cost based on the time of delivery for the service or product as defined by the Agreement.
3. Escalate the cost of the Work over the scheduled time for the Work to be implemented and applied directly to associated cost affected, NOT as a separate line item.
4. Define and quantify the risk associated with the Work defined, and develop a reasonable cost contingency for the defined risk.
5. Include sufficient contingency to mitigate cost impacts due to identifiable risk, unforeseen conditions, and cost exposure through completion of the defined scope of Work, set forth in the Agreement.
6. Provide a certification that the Project design and design estimates match the scope and budget requirements of the Project defined in the Agreement.

The A/E shall provide, if required, a Construction Cost Estimate to accompany each deliverable task set forth in the A/E's Agreement. Each Construction Cost Estimate shall be prepared and submitted to the Owner's Project Manager with the task deliverable and shall include, but not be limited to, the following:

1. Scope definition based on each Phase of the design documents. The Construction Cost Estimate must be consistent with the level of information provided by the design documents.
2. List scope of work, products and services, based on each Phase of the design documents.
3. Quantify listed scope of Work and define the units of measure for each work activity.
4. Include with the Construction Cost Estimate, as final level of summary, the Owner's Construction Cost Estimate Summary, in a form approved by Owner.
5. Estimate the craft labor rates (which include labor burdens) for crafts required in crews necessary to implement the Work.
6. Estimate construction equipment rates necessary to execute the Work.
7. Estimate the construction crews to be utilized in the Construction Cost Estimate, (which includes craft labor and construction equipment) required to execute the Work.
8. Estimate productivity rates.
9. Define Project specific subcontractors, fixed plant equipment, discreet project systems, and subsystems.
10. Escalation factor(s), which are qualitative, quantitative, and definable. The PDC shall use its best efforts to identify these factors and apply them to the associated costs of construction affected (when applicable).
11. Any acceleration costs that would be required, based on the Project schedule, that are qualitative, quantitative, and definable. The A/E shall use its best efforts to identify these factors and apply them to the associated costs of construction affected (when applicable). The logic and "means & method" used should be clearly stated.
12. Define and quantify indirect cost associated with the production and delivery of the stated

scope of Work (including, but not limited to, mobilization, demobilization, project supervision, technical services, administrative services, job site automation cost, vehicles, temporary job facilities, communication fees, reproduction, shipping and delivery services and security).

13. Develop, determine, and identify contract overhead associated with the Project based upon specific market rates, and the general contractor's corporate cost for the Chicago area. These associated costs should be appropriately allocated to Division 01 – General Requirements as set forth by the CSI (Construction Specifications Institute).
14. Define fee, margin and/or profit normally expected for the services provided.
15. Define a Construction Cost Estimate contingency based on exposure of items not reflected in the scope definition documents, but may be required to complete the intent of the Work to be performed, and unforeseen items of Work that may be defined later during design development.
16. Provide a narrative defining scope, bases, development, and content of the Construction Cost Estimate, including escalation, taxes, assumptions, exclusions and conclusions.

All A/E's may be required to provide alternative Construction Cost Estimates at any stage of a Project based on the stage of the Project's development life. The alternative Construction Cost Estimates shall comply with the appropriate procedure commensurate with the stage of the Project.

EXHIBIT C
ILLINOIS EQUAL OPPORTUNITY CLAUSE

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND
PROPERTY MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY
CLAUSE**

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

EXHIBIT D
KEY PERSONNEL AND SUB-CONSULTANTS

The AOR / EOR's principals and professional level employees are identified below: [edit as appropriate]

AOR / EOR: [Firm Name]

NAME	ROLE

EXHIBIT D
KEY PERSONNEL

The AOR / EOR's principals and professional level employees are identified below: [edit as appropriate]

AOR / EOR: RADA Architects Ltd.

NAME	ROLE
Rada Doytcheva, FAIA, LEED AP BD+C	Principal-in-Charge/ Lead Designer
William Sitton, AIA	Technical Principal/ QA & QC
Aram Garbooshian, AIA, LEED AP	Principal/ Contractual/ Planning/ Specifications
Richard Rucks, AIA, LEED GA	Project Manager/ Primary Contract for CHA Account

The sub-consultant's principals and professional level employees are identified below: [edit as appropriate]

ARCHITECTURAL DESIGN SUB-CONSULTANT: N/A

NAME	ROLE

CIVIL ENGINEERING SUB-CONSULTANT: Infrastructure Engineering

NAME	ROLE
Harish Goyal, PE, LEED AP	Project Manager
Jungsoo Danny Park, PE	Project Engineer
Christa Schnell, EIT	Civil Engineer

LANDSCAPE DESIGN SUB-CONSULTANT: Site (formerly known as Site Design Group)

NAME	ROLE
Ernest C. Wong, FASLA, APA	Principal in Charge – Design
Bradley C. McCauley, ASLA, CSI, CDT	Principal in Charge – Construction
Hana Ishikawa, AIA Associate	Design Principal
Jennifer Draper, ASLA, LEED, AP	Project Manager

STRUCTURAL ENGINEERING SUB-CONSULTANT: KJWW Engineering

NAME	ROLE
Scott Wiercinski, PE, SE	Lead Structural Engineer
Alyssa Fee, SE	Structural Engineer

MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION, INFORMATION TECHNOLOGY ENGINEERING SUB-CONSULTANT: MEP/FP Engineer & AV/IT

NAME	ROLE
Doug Brewer	Principal Mechanical
Matthew Zega, PE	Associate/ Electrical
Dale Adney, PE, LEED, AP, BD+C	Project Engineer/ Mechanical
Sheetal Patel PE	Associate/ Electrical

COST ESTIMATOR: Rodriguez & Associates

NAME	ROLE
Robert Y. Ochi	Program Executive
Ricardo Ochoa	Project Coordinator

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. 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

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- 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.

22. 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.

EXHIBIT F

**CONTRACTOR'S AFFIDAVIT AND CONTRACTOR'S CERTIFICATIONS,
REPRESENTATIONS OF OFFERORS-NON-CONSTRUCTION CONTRACTS (HUD
FORM 5369-C) AND EQUAL OPPORTUNITY COMPLIANCE CERTIFICATE**

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Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: RADA Architects Ltd

Bidder/Proposer Address: 233 N. Michigan Ave
Suite 2320
Chicago, IL 60601

IFB/RFP NUMBER: Event No. 1303 (2016) Originally Event No. 1227

Federal Employee I.D. #: 36-3945019 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 Rada Doytcheva as President
(Name) (Title)

and on behalf of RADA Architects Ltd ("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: ☒ Corporation ☐ Sole Proprietor
(Check One) ☐ Partnership ☐ Not-for-Profit Corporation
 ☐ Joint Venture ☐ Other

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Average Annual Sales – Last 3 years: _____

Current Net Worth: _____ Date Business Started _____

SECTION 1. FOR PROFIT CORPORATIONS

- a. Incorporated in the State of Illinois
- b. Authorized to do business in the State of Illinois YES [X] 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>Rada Doytcheva</u>	<u>Principal/Sole Owner</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>Rada Doytcheva</u>	<u>360 E Randolph #4103, Chicago, IL 60601</u>	<u>100</u> %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

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of the proportionate ownership of the corporation and indicate the percentage interest of each. **N/A**

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

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 **N/A**

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 **N/A**

- 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 N/A

- 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)
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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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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. X 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, loan 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 ☒ _____

- 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?

N/A

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. RADA Architects Ltd 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.

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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.

X R. Doytcheva
Signature of President or Authorized Officer

Rada Doytcheva
Name of President or Authorized Officer

President/Sole Owner
Title

312-856-1970
Telephone Number

State of Illinois)
County of COOK)

Signed and sworn to before me this 13th day of October, 20 16
by

Rada Doytcheva (Name) as President
(Title) of RADA Architects Ltd (Contractor)

Notary Public Signature [Signature]



Certifications and Representations of Offerors Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

- (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.

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

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

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

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

- (a) ☒ 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, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small 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, ☒ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror'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 (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

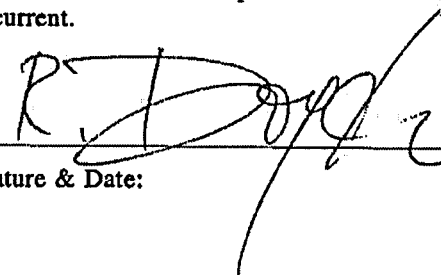
The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

x  10/13/16

Signature & Date:

Rada Doytcheva

Typed or Printed Name:

Principal

Title:

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

RFQ for Professional Design Firms

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

RFQ Event #1647

(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

- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** If requested by Buyer, Seller shall promptly develop and submit a written affirmative action compliance program, and also require its subcontractors to establish and submit written affirmative action compliance programs ("Note: If Seller already has such a program, please so indicate by checking here [☐]).
- 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	4	3	1						
CRAFT (SKILLED)	9	3	1			1	2	2	
LABORERS (UNSKILLED)									
CLERICAL	5		1				3		1
OTHER SPECIFY									
OTHER SPECIFY									
OTHER SPECIFY									
TOTAL	18								

EXECUTED THIS 13th DAY OF October 20 16

BY

(SIGNATURE)

Rada Doytcheva

(PRINTED OR TYPED NAME)

TITLE

President/Sole Owner

(PRINCIPAL)

FIRM NAME	STREET ADDRESS
RADA Architects Ltd	233 N. Michigan, Suite 2320
CITY, STATE, ZIP CODE	TELEPHONE NUMBER
Chicago, IL 60601	312-856-1970