

**CONTRACT NO. 11680**

**GENERAL CONTRACTOR SERVICES AGREEMENT**

**BETWEEN**

**THE CHICAGO HOUSING AUTHORITY**

**AND**

**OLD VETERAN CONSTRUCTION, INC.**

## TABLE OF CONTENTS

ARTICLE I	INCORPORATION OF RECITALS.....	1
1.1	Incorporation of Recitals.....	1
1.2	Definitions.....	1
ARTICLE II	PROJECT BACKGROUND .....	3
ARTICLE III	GENERAL CONTRACTOR'S DUTIES AND RESPONSIBILITIES .....	4
3.1	Scope of Services/Statement of Work .....	4
3.2	Assurance of Completion.....	12
3.3	Contract Documents.....	12
ARTICLE IV	DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION, FINAL COMPLETION, CLOSE-OUT, AND WORK SCHEDULE.....	12
4.1	Term of Agreement.....	12
4.2	Scheduling.....	12
4.3	Substantial Completion.....	13
4.4	Final Completion .....	13
4.5	Close-out.....	14
4.6	Supplemental Close-out Procedures .....	14
4.7	Time is of the Essence .....	14
4.8	No Damages for Delay.....	15
ARTICLE V	COMPENSATION .....	15
5.1	Amount of Compensation.....	15
5.2	Schedule of Values .....	15
5.3	Schedule of Change Order Prices .....	15
5.4	Change Orders .....	15
ARTICLE VI	PAYMENTS .....	16
6.1	Progress Payments .....	16
6.2	Final Payment .....	16
6.3	Payment Procedure .....	16
6.4	Escrow.....	16
6.5	Availability of Funds .....	16
ARTICLE VII	SUBCONTRACTOR CONTRACT AND FLOWDOWN REQUIREMENTS	17
7.1	Provision of Subcontracts .....	17
7.2	Subcontractor Flowdown Requirements.....	17
ARTICLE VIII	SECTION 3 AND MBE/WBE/DBE PARTICIPATION AND REQUIREMENTS.....	18
8.1	Section 3 – Compliance.....	18
8.2	MBE/WBE/DBE Compliance .....	21
ARTICLE IX	CERTIFICATE OF INSURANCE REQUIREMENTS .....	21
ARTICLE X	GENERAL PROVISIONS .....	22
10.1	Entire Agreement.....	22
10.2	Counterparts.....	22
10.3	Amendments.....	22
10.4	Deemed Inclusion .....	22
10.5	Governing Law .....	23
10.6	Severability.....	23

10.7	Interpretation.....	23
10.8	Assigns.....	23
10.9	Waiver.....	24
10.10	CHA Inspector General.....	24
ARTICLE XI COMMUNICATION AND NOTICES .....		24
11.01	Communication Between the Parties .....	24
11.02	Notices .....	25
ARTICLE XII AUTHORITY .....		25
12.1	CHA's Authority .....	25
12.2	General Contractor's Authority.....	25
ARTICLE XIII ATTACHMENTS .....		26

Attachment A	HUD General Conditions for Construction Contracts-Public Housing Programs (Form 5370)
Attachment B	Special Conditions of the Contract for Construction
Attachment C	Technical Specifications Table of Contents
Attachment D	Drawings Index
Attachment E	Work Schedule
Attachment F	Schedule of Values
Attachment G	Schedule of Change Order Modification Prices
Attachment H	Form of Contractor's Change Order Proposal
Attachment I	MBE/WBE/DBE Utilization Plan
Attachment J	Section 3 Utilization Plan
Attachment K	Fannie Emanuel Insurance Certificate Holders and Additional Insureds
Attachment L	HUD Form 5369-A Representations, Certifications, and Other Statements of Bidders
Attachment M	HUD Form 5369 Instructions to Bidders for Contracts Public and Indian Housing Programs
Attachment N	Contractor's Affidavit
Attachment O	Fannie Emanuel Environmental Reports

**CONTRACT NO. 11680**

This **GENERAL CONTRACTOR SERVICES AGREEMENT** ("Agreement") is made as of this 21st day of December, 2015 (the "Effective Date") between the **CHICAGO HOUSING AUTHORITY**, a municipal corporation of the City of Chicago, State of Illinois (hereinafter, the "**CHA**"), with its offices located at 60 E. Van Buren St., Chicago, Illinois 60605 and **OLD VETERAN CONSTRUCTION, INC.** (hereinafter, the "**General Contractor**" or "**GC**") an Illinois corporation, with offices located at 10942 S. Halsted St., Chicago, IL 60628.

**RECITALS**

**WHEREAS**, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("**HUD**"), and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

**WHEREAS**, the CHA issued Request for Proposal Event No. 92-0 (the "**RFP**") on or about January 23, 2015, to secure the services of an interested, qualified, willing and capable construction contracting firm to act as General Contractor for the rehabilitation of Fannie Emanuel Senior Apartments-3916 W. Washington Street, Chicago, IL; and

**WHEREAS**, the General Contractor, in response to the RFP, submitted its proposal on or about March 6, 2015, representing and warranting that it is highly qualified and competent to provide the general construction services described in the RFP; and,

**WHEREAS**, the CHA and the General Contractor desire to enter into the Agreement for the provision of general construction services as set forth herein;

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and the General Contractor agree as follows:

**ARTICLE I INCORPORATION OF RECITALS**

**1.1 Incorporation of Recitals**

The recitals set forth above are incorporated by reference as if fully set forth herein.

**1.2 Definitions.**

The following words and phrases have the following meanings for purposes of this Agreement:

"**Business Day**" means Monday through Friday but does not include federal and state holidays.

**“Construction Activities”** – means all construction trades activities (both preparatory such as demolition of existing structures or interior demolition, remediation and actual construction) required to rehabilitate or build new residential housing, non-residential structures and recreational space.

**“Construction Documents”** - All of the Plans and Specifications, addenda, change orders, modifications, and all other prints, models, designs, computations, sketches, test data, photographs, renderings, plans, shop and proposal drawings, and other materials relating to, or contemplated by the Work, prepared by the CHA, Owner, the Prime Design Consultant or by any engineer, professional or professional consultant engaged by the CHA, Owner or the Prime Design Consultant in connection with the Project.

**“Contract” or “Agreement”** – this General Contractor Services Agreement entered into between the Owner and the General Contractor resulting from the RFP.

**“Contract Documents”** - The Contract Documents, which form the contract between the Owner and the General Contractor for the Project, include all written modifications, amendments and approved change orders to this Contract, this General Contractor Services Agreement, when accepted by the CHA, “Amendment(s) to Special Conditions”, if any, the “Special Conditions of the Contract for Construction”, “Amendment(s) to General Conditions”, if any, “HUD General Conditions for Construction (Form 5370)”, the “Work Schedule” as defined in the Special Conditions of the Contract for Construction, the “Representations, Certifications, and Other Statements of Bidders (HUD Form 5369-A), the “Instructions to Bidders (HUD Form-5369)”, applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Performance and Payment Bond or Bonds or other assurances of completion, the Plans and Specifications, the Contractor’s Affidavit or any other affidavits, certifications or representations the General Contractor is required to execute under the Contract, the MBE/WBE/DBE and Section 3 Utilization Plans, and the Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no other representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the General Contractor are a part of the Contract unless expressly stated herein.

**“Contracting Officer”** – the Deputy Chief Procurement Officer of the Department of Procurement and Contracts or such other party as the CHA may designate.

**“Cost”** – The actual expenses incurred in delivery of a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for a vendor.

**“General Contractor” or “GC”** – The person or entity designated as the prime general construction general contractor in the Contract.

“Notice to Proceed”- Written notice from CHA’s Contracting Officer authorizing the General Contractor to start work on the Project.

“Owner”- Fannie Emanuel Senior Housing Limited Partnership.

“Owner’s Representative”- the person, firm, or entity retained by the CHA to plan, coordinate, and oversee Construction Activities for the Project on behalf of the CHA.

"Plans and Specifications" – The final drawings and specifications for the Project, as amended from time to time in accordance with the Contract.

“Prime Design Consultant” or “PDC” -the person, firm, or entity selected by the CHA to perform architectural and engineering services and to act on the CHA's and Owner’s behalf with respect to all aspects of the performance of the design, engineering and construction administration of the Project. Any reference herein to specific architectural, engineering, or related disciplines shall be construed as services directed and provided by the Prime Design Consultant, whether they are performed by the Prime Design Consultant or by professionals or sub-consultants retained by the Prime Design Consultant.

“Private Property Manager” or “PPM” – the property manager for the Property.

"Project" – means the comprehensive rehabilitation of 3916 W. Washington Boulevard. – Fannie Emanuel Senior Apartments (IL2-42A) in accordance with the RFP and the Contract.

“Project Manager” or “PM” – The designated individual within CHA or Owner’s Representative staff to administer the Contract.

“Property”- 3916 W. Washington Boulevard (High Rise) (IL2-42A); a twenty (20) story masonry building, approximately 193’-5 ½” feet high, and the approximately 2.5 acre site at the CHA’s property known as Fannie Emanuel Senior Apartments Senior Housing (High Rise).

“Services” means, collectively, the general construction services, duties and responsibilities described in the Contract Documents and any and all work necessary to complete them or carry them out fully as required by and in accordance with the Contract.

“Value Engineering” means a technique by which General Contractor may voluntarily suggest methods for performing more economically.

“Work” means all labor, materials, and services required to be performed or provided by the General Contractor to fulfill the General Contractor’s obligations pursuant to the Contract Documents.

## **ARTICLE II PROJECT BACKGROUND**

The CHA currently owns Fannie Emanuel Senior Apartments, and intends to transfer ownership of the Property to the Owner. The Owner will be comprised of a Limited Partner (99.99%)

represented by a private tax credit investor (the "Investor"), a Special Limited Partner (.001%), which is an affiliate of the Limited Partner, and a General Partner (.009%) represented by Fannie Emanuel Housing Development, LLC, of which CHA is the sole member. Upon closing of the transfer of the Property to the Owner, the CHA will execute and assign this Contract to the Owner.

### **ARTICLE III GENERAL CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

#### **3.1 Scope of Services/Statement of Work**

The General Contractor shall fully execute the Work described in the Construction Documents. The General Contractor's Services will include, without limitation, the furnishing of all labor, materials, tools, equipment and transportation, the coordination and work supervision of the various subcontractors, and support for the completion of and compliance with various funding and grant requirements. The General Contractor shall use its best efforts to provide the Services and Deliverables within the time limits required under the Contract.

##### **A. Scope of Services**

Scope of Services shall include but is not limited to:

1. Building Exterior:
  - (a) Replace Roof assembly and all roof drains, gutter, downspouts, coping, flashing, and accessories;
  - (b) New roof deck with pavers, planters, and guardrails;
  - (c) Repair and stabilize all masonry;
  - (d) Reclad floors 2-20 and upper penthouse with new 3" insulated metal panel;
  - (e) New face brick along first floor;
  - (f) New windows and storefront;
  - (g) New exterior doors; and
  - (h) New paint on exposed exterior concrete.
2. Life Safety Upgrades:
  - (a) Elevator Recall;
  - (b) New Security Camera System;
  - (c) Fire suppression Sprinkler System;
  - (d) Fire Alarm System (Audio/Visual);
  - (e) Add Areas of Rescue with 2-Way Communication Systems; and
  - (f) Smoke and Carbon Monoxide Detectors.
3. Common Areas:
  - (a) New lobby and reception desk;
  - (b) New first floor toilet rooms;
  - (c) New community recreation room enlarged with new addition and kitchenette;
  - (d) New management offices;
  - (e) New mechanical rooms;
  - (f) All new finishes;

- (g) All new framed gypsum board walls;
  - (h) All new gypsum and suspended ceiling systems;
  - (i) All new doors and windows;
  - (j) All new finishes throughout all corridors;
  - (k) All new finishes in existing elevators;
  - (l) New trash rooms with trash chute;
  - (m) New electrical and communications rooms; and
  - (n) New handrails on stairs.
4. Residential Units:
- (a) All new finishes;
  - (b) All new framed gypsum board walls;
  - (c) All new doors and frames;
  - (d) All new windows;
  - (e) All new appliances;
  - (f) All new plumbing fixtures;
  - (g) All new lighting and electrical fixtures; and
  - (h) All new kitchen cabinetry.
5. Mechanical, Electrical, and Plumbing:
- (a) All new plumbing throughout building including:
    - i. New hot and cold express risers;
    - ii. New branch piping;
    - iii. New sanitary piping and vents;
    - iv. New plumbing fixtures;
    - v. New booster pump;
    - vi. Reuse existing domestic water tanks and heaters; and
    - vii. New service and meters.
  - (b) All new electrical throughout building including:
    - i. All new electrical fixtures and devices;
    - ii. All new light fixtures;
    - iii. New house and tenant panels;
    - iv. New Automatic Transfer Switch (ATS);
    - v. New generator and emergency power system;
    - vi. New meter banks on each floor; and
    - vii. All new wiring throughout.
  - (c) New telecommunications.
    - i. New telecomm room for locating cable service provider infrastructure;
    - ii. New telephone and data lines; and
    - iii. New cable television.
  - (d) All new heating, ventilation and air conditioning (HVAC) throughout building includes:
    - i. New Variable Refrigerant Flow (VRF) heat recovery and cooling system in each unit;
    - ii. New hydronic heat in each unit;
    - iii. New supply and return air throughout building;



- iv. New air handling units (AHU) on roof and at grade;
- v. Conditioned air in corridors;
- vi. Conditioned air in first floor spaces; and
- vii. Reuse of existing boilers.

6. Site:
- (a) New generator enclosure;
  - (b) New AHU enclosure;
  - (c) New maintenance shed;
  - (d) New bike rack and shelter;
  - (e) New paved walking path throughout site;
  - (f) New gardens and trees;
  - (g) New site storm drainage system;
  - (h) New sanitary sewer lines;
  - (i) New entry drive;
  - (j) New parking lot and secured entry gate; and
  - (k) New site furnishings.

## **B. Overview of Construction**

The CHA has contracted separately with the PDC to perform the evaluation, design, engineering, and preparation of Construction Documents describing the Work required for the rehabilitation activities required at the Property. The Plans and Specifications specify the Work to be provided for the Property, which, in general, will include, without limitation, the following:

1. Code Compliance: Upgrade all aspects of the Property, apartment units, and site to comply with all codes, ordinances, and regulations in effect at the time of permitting, including but not limited to the standards or the most stringent of all accessibility codes, including the requirements of the Fair Housing Act Amendments of 1988 (42 U.S.C. 3604(f)) and its implementing regulations at 24 C.F.R. 100.205 ("Fair Housing Act"); Section 504 of the Rehabilitation Act of 1973 (29.U.S.C. 794) and regulations issued pursuant thereto (24 C.F.R. part 8) ("Rehabilitation Act"); the Americans with Disabilities Act (42 U.S.C. 121/01 et seq.) and its implementing regulations at 28 C.F.R. part 36 ("ADA"); and the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) ("Architectural Barriers Act"), and regulations issued pursuant thereto (24 C.F.R. part 40 and Appendix A thereto, the Uniform Federal Accessibility Standards (UFAS)); the Environmental Barriers Act (410 ILCS 25) ("Environmental Barriers Act"); the Illinois Accessibility Code (71 Ill. Admin Code 400) ("Accessibility Code"); and Chapter 18-11 of the City of Chicago Building Code.
2. Exterior Work including but not limited to:
  - (a) Providing and installing new insulated metal panel system.
  - (b) Installing new window assembly integral to panel system.
  - (c) Providing and installing new doors and hardware; performing repairs; restoration of concrete and masonry and all other building envelope features.

(d) Recreation room expansion.

3. **Unit Construction:** Install and restore all interior walls, ceilings, carpentry, and telephone and cable television service wiring; repair and/or replace all interior finishes; provide and install new doors and hardware, new window treatments, new kitchen and bath casework, new bathroom fixtures and accessories, new kitchen plumbing fixtures and new range, range hood with power supply, new refrigerator, new heating/cooling systems, new electrical wiring, kitchen and bath exhaust fans, devices, and light fixtures in full compliance with the Code Compliance requirements set forth in Paragraph 1 above.
4. **Common Areas:** Install and repair all interior walls, ceilings, carpentry, and equipment and built-in furnishings; repair and/or replace all interior finishes; provide and install new elevators and associated equipment, new doors and hardware, new baseboard heating, new electrical wiring, new light fixtures, new toilet fixtures, accessories and partitions, new appliances and new window treatments, ensuring ingress and egress are in full compliance with the Code Compliance requirements set forth in Paragraph 1 above.
5. **Mechanical/Electrical:** Provide and install new VRF heating and cooling system, domestic hot water system boilers, new domestic water system including new supply and return risers, new sanitary and storm water drainage systems, and new exhaust fans and ventilators. Repair and restore all other systems in building, including the entire electrical system, fire alarm system, security systems, and the existing utility systems for water, electric and gas services; and upgrade electrical system capacity to support additional new demand.
6. **Site Work:** Restoration includes but is not limited to providing, installing and/or restoring new driveway, plaza, pavement and walkways, site lighting, fencing, gardens, picnic area, landscaping, and site drainage, and ensuring ingress and egress are in full compliance with the Code Compliance requirements set forth in Paragraph 1 above.
7. **Environmental:** Some environmental remediation will be completed by the time of the issuance of the Notice to Proceed for this Contract. However, items specified in the Contract Documents remain the responsibility of the General Contractor, including but not limited to roof materials and mechanical room stairs.

**C. Statement of Work**

The Services to be provided by the General Contractor include scheduling activities, coordination activities, construction activities, reporting and communications activities, and project close-out activities in accordance with this Contract and the attachments hereto (including the HUD General Conditions for Construction Contracts-Public Housing Programs (Form 5370) (the "General Conditions"), attached hereto as **Attachment A** and the Special Conditions of the Contract for Construction (the "Special Conditions"), attached hereto as **Attachment B**. Those Services include, but are not limited to, those Services generally described below for each phase of construction:

1. **Pre-Construction Phase.** During the pre-construction phase of the Work, the General Contractor shall:
  - (a) Consult with the CHA, the Prime Design Consultant, the Owner's Representative, and others designated by the CHA regarding specific goals and requirements for the Project.
  - (b) Consult with the CHA, resident leadership (as necessary), elected officials, community organizations, and the Private Property Manager in order to review the goals and the requirements of the CHA and any necessary phasing of construction for the Project.
  - (c) Provide qualified professional, technical and administrative staffing; office facilities (including office space, telephone services, supplies, materials, office equipment, computers, and filing), associated administrative resources; and all necessary equipment, including vehicles, to provide all general contractor services.
  - (d) Participate in all meetings, telephone calls, presentations and working sessions required by the CHA and coordinate all construction work with the CHA, the Prime Design Consultant, the Owner's Representative and the Private Property Manager, as deemed appropriate by the CHA.
  - (e) Procure trades, subcontractors, materials, equipment, suppliers, etc.
  - (f) Provide a critical path method (in precedence format) construction schedule for the Work and secure CHA approval as a pre-requisite to any Construction Activities as required in Paragraph 6 of the General Conditions and the Special Conditions.
  - (g) Provide strong professional service delivery and management, and develop innovative approaches and programs in construction.
  - (h) Provide information for building permit applications and assist in the building permit application process.
  - (i) Perform all Work and Services in accordance with industry standards in Chicago, Illinois and with the degree of knowledge, skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided for the Project. The General Contractor shall use its best efforts at all times to assure quality, timeliness, efficiency and creativity in rendering and completing the Services and the Work on schedule. Performance of the Services in a satisfactory manner shall include timely response to the CHA's requests. Time is of the essence in the Contract. All telephone calls and electronic mail shall be responded to on a timely basis but in no event in more than one (1) business day.

- (j) Coordinate all temporary and future utilities with applicable utility companies.
2. Construction Phase. During the construction phase of the Work, the General Contractor shall:
- (a) Provide critical path method (in precedence format) construction schedule updates for the Work and secure CHA approval for any Construction Activities as required in Paragraph 6 of the General Conditions and the Special Conditions.
  - (b) Procure all permits, licenses, or certifications required by all governing authorities having jurisdiction over the Work.
  - (c) Perform all activities necessary for the proper administration of the Contract, including, but not limited to, General Contractor's responsibilities pursuant to Section 2 of the General Conditions, and the following:
    - i. Participate in pre-construction conferences.
    - ii. Attend dispute resolution conferences when requested by the CHA and/or Owner.
    - iii. Attend various meetings related to the Project and the progress of the Work when requested by the CHA and/or Owner.
    - iv. Submit shop drawings and other materials for verification of conformance to the requirements of the Contract.
    - v. Procure testing from qualified parties when required per the Contract or as directed by the CHA and/or Owner.
    - vi. If required, or as necessary, participate in job meetings not less than once per week and record all actions at such job meetings in written minutes to be provided to the CHA and/or Owner on a weekly basis.
    - vii. Make recommendations to the CHA and the Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
    - viii. Participate in all monthly pay request and construction meetings.
    - ix. Maintain photo documentation of weekly progress.
    - x. Prepare a set of "as-built" drawings and provide them to the PDC.
    - xi. Provide documentation on materials and systems as required.
  - (d) Provide any needed support to the Owner or Owner's agent during the funding process. This support will include any adjustments to the mechanical systems being commissioned so that they meet the operating requirements of the grant requirements.
  - (e) The General Contractor will adhere to all the requirements of the Energy Star Multifamily High Rise (MFHR) program.
  - (f) The construction phase will conclude upon the General Contractor's completion of

the Work, verification by the PDC, the issuance by the Owner of a Certificate of Substantial Completion, and the issuance of the City of Chicago Department of Buildings Certificate of Occupancy.

3. Completion, Acceptance and Close-Out Phase. During the completion, acceptance and close-out phase of the Work, the General Contractor shall:
  - (a) Review the Work with the PDC, the Owner's Representative and the CHA and perform the CHA's prescribed completion, acceptance and close-out activities related to the Work in a prompt and timely manner and in accordance with the schedule attached to the Contract, including, but not limited to, the following:
    - i. Complete all work indicated on the punch lists prepared by the PDC.
    - ii. Provide bound operating and maintenance manuals complying with the requirements of the Contract.
    - iii. Provide all equipment warranties and test reports required by the Contract.
    - iv. Provide written warranties of workmanship and system operation and the material guarantees delivered by all vendors in compliance with the requirements of the Contract.
    - v. Secure all inspection sign-offs on the permits covering areas of the Work.
  - (b) The completion, acceptance and close-out phase will conclude upon the issuance by the Owner of a Certificate of Completion.

**D. Deliverables**

1. Deliverables Generally. In connection with its performance of the Services, the General Contractor shall prepare and/or provide to the CHA, at the times specified in the Contract or at such other times as the CHA shall designate, certain deliverables that include, but are not limited to, the items described below (hereinafter, collectively "Deliverables"). All Deliverables shall be in the form described in the Contract or in such other form as the CHA shall require. The CHA reserves the right to reject any or all Deliverables which, in the reasonable judgment of the CHA, the PDC or the Owner's Representative, are incomplete or do not meet the requirements. The CHA shall notify the General Contractor in writing of any deficiencies identified with respect to any Deliverable within fifteen (15) days after receipt of such Deliverable, in which event the General Contractor shall have a period of not more than fifteen (15) days to correct such deficiency. The CHA may, in its sole and absolute discretion, accept a partial or incomplete Deliverable from the General Contractor for review, but such acceptance shall not constitute a waiver of the CHA's right to insist upon completion and/or correction of such Deliverable.
2. Nature and Format of Deliverables. The Deliverables to be provided by the General Contractor shall, in general, be sufficient to communicate the progress of and details concerning the Work. Deliverables may include, without limitation, such things as samples, reports, spreadsheets, critical path schedules, photographs, construction administration records or reports, as-built drawings and specifications, as-built surveys, and inspection

reports.

- (a) Reports, studies, surveys, property inspections, recommendations and similar documents shall be provided in written and bound format and all photographic documentation and graphics shall be in either digital or color photographic form.
  - (b) All reports shall be submitted in triplicate, with original quality graphics (either color or half-tone) capable of color Xerox-type reproduction.
  - (c) Deliverables such as samples, reports, spreadsheets, critical path schedules, sketches, photographs, and drawings shall be provided in accordance with the schedule and delivery dates set by the Contract.
  - (d) Accounting Statements. The General Contractor shall submit separate statements for Costs incurred at the Property.
3. Deliverables upon Completion. Upon Substantial Completion of the Work, the General Contractor shall provide one (1) full size "hard-copy" set of the final Plans and Specifications and as-built drawings and specifications clearly identifying the Work as actually installed.
4. Electronic Data Formats. The General Contractor shall be capable of collaborating with the CHA, the Prime Design Consultant and the Owner's Representative electronically via the systems set forth in Paragraph 55 of the Special Conditions, attached hereto.

The General Contractor shall also provide all electronic files and media in formats directly readable and compatible with the CHA's CADD software and information management software. The following formats are acceptable:

- (a) AutoCAD DWG or DXF for all graphics;
- (b) Microsoft Word for text;
- (c) Microsoft Excel for data; and
- (d) Other formats upon written approval of the CHA.
- (e) Pre-delivery Requirements for Media. Before files are placed on delivery media, the General Contractor shall perform the following procedures:
  - i. Remove all extraneous graphics outside the border area and set active parameters to standard setting or those in the seed file
  - ii. Ensure all reference files are attached without device or directory specifications.
  - iii. Compress and reduce all design files using the appropriate utilities (note: a digital media copy of the decompression utility shall be provided with the deliverable if appropriate.
  - iv. Include all files, graphic and non-graphic, required for the Project.
  - v. Ensure that none of the files are device or directory dependent.
  - vi. Document all non-standard fonts.
  - vii. Check all transferred media, software and data for viruses with recognized,

commercial quality anti-virus software and specify, in writing, the name and version of the anti-virus software (upon request, the General Contractor shall supply the CHA with a copy of the actual software used for virus checking and removal).

#### **E. Technical Specifications Table of Contents**

The Technical Specifications Table of Contents (**Attachment C**) is provided so that the General Contractor is able to verify that all sections are included in its copy of the Technical Specifications. The Technical Specifications for this Work consist of two (2) volumes.

#### **F. Drawings Index**

The documents listed on the Drawings Index (**Attachment D**) comprise the Drawings for this Project.

### **3.2 Assurance of Completion**

Upon execution of the Contract by the CHA, the General Contractor must provide and pay for acceptable Performance and Payment Bonds each in the amount of 100% of the Contract price. Performance and Payment Bonds must cover the warranty period under the Contract. The surety must be a guaranty or surety company which appears in the U. S. Treasury Circular No. 570 published annually in the Federal Register. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. The CHA shall not be responsible for the cost of the Performance and Payment Bonds. Additionally, the General Contractor and its subcontractors will be required to provide such assurances of completion as may be required by any funding sources.

### **3.3 Contract Documents**

Each of the Contract Documents enumerated in Article I, Section 1.2 are incorporated by reference as if fully set forth herein. General Contractor agrees to fully comply with the provisions of each of the Contract Documents, including the General Conditions and the Special Conditions.

## **ARTICLE IV DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION, FINAL COMPLETION, CLOSE-OUT, AND WORK SCHEDULE**

### **4.1 Term of Agreement**

The date of commencement of the Work shall be the date to be fixed in the Notice to Proceed issued by the CHA. The term of this Agreement shall be measured from the date of commencement, and shall remain effective until the Scope of Work in the Contract Documents has been completed in accordance with its respective terms and all Work has been accepted by the CHA and the Owner.

### **4.2 Scheduling**

The General Contractor shall submit a Critical Path Method summary project schedule and a Work Schedule in accordance with Paragraph 6 of the Special Conditions. The Work Schedule is attached hereto as **Attachment E**.

#### **4.3 Substantial Completion**

The General Contractor shall achieve Substantial Completion of the entire Work not later than **thirteen (13)** months from the date of commencement set forth in the Notice to Proceed, subject to adjustments of this Contract time as provided in the Contract Documents. Substantial Completion shall mean the achievement of all of the following: completion of all designated infrastructure and common elements required for occupancy of all of the units; issuance by the Prime Design Consultant of a Certificate of Substantial Completion; the Project or units are capable of being beneficially occupied for their intended use; and the certificate of occupancy or the equivalent government permit has been issued for the Project for all of the units that allows the units to be leased and occupied, unless the issuance of the certificate of occupancy or the equivalent government permit is delayed due to no fault of the General Contractor.

#### **4.4 Final Completion**

The General Contractor shall achieve Final Completion of the entire Work by no later than **fourteen (14)** months from the date of commencement set forth in the Notice to Proceed. Final Completion shall mean achievement of all of the following: the Prime Design Consultant has issued a Final Certificate for Payment; all punch list items have been completed to the satisfaction of the PDC, the CHA, and the Owner, and the Owner has received full and final lien waivers from the Contractor and all subcontractors and material suppliers, irrespective of tier, together with a contractor's affidavit or sworn statement covering all Work for the Project.

The General Contractor shall notify the CHA and the Owner when each portion of the Work, as set forth on the Work Schedule, is complete, and additionally, thirty (30) days prior to completion, the General Contractor shall inform the CHA in writing of its intent to be 100% complete within thirty (30) days, regardless of whether such scope item was completed pursuant to the Work Schedule. The determination of whether each scope item was completed in compliance with the Work Schedule shall be made by the CHA, the Owner, and the Owner's Representative and shall be based upon an inspection by the CHA, the Owner, the Owner's Representative, and the PDC.

The General Contractor shall designate complete punch list inspection dates for the Project in the Work Schedule. The Project Work must be complete and the General Contractor's own punch list sign-off achieved and submitted to the CHA and the Owner's Representative before inspection by the CHA, its designated representative, and the PDC.

The Prime Design Consultant, the CHA, and the Owner's Representative shall inspect the Work and create a final punch list for the Project no more than thirty (30) days prior to Final Completion of the Project, which, in no event, shall be later than the Final Completion Date for the Project. The CHA and its designated representative shall determine Final Completion of all Work when the CHA and its designated representative have accepted 100% of all Work as complete, including



all punch list items. Warranties for the General Contractor's Work, including labor, materials and equipment described within the Contract Documents will begin on the date the Work has been accepted as 100% final and complete by the CHA and Owner.

Liquidated Damages for the failure to reach Final Completion will be assessed in accordance with Paragraph 33(d) of the Special Conditions.

#### **4.5 Close-out**

The Contractor shall complete Close-out of the Work by no later than **fourteen (14)** months from the date of commencement set forth in the Notice to Proceed. Close-out shall mean the achievement of all of the following: The General Contractor has provided, and the Owner has accepted, as-built drawings, bound operating and maintenance manuals, all warranties and test reports, written warranties of workmanship and system operation and the material guarantees delivered by all vendors; the Owner has accepted full and final lien waivers from the Contractor and all subcontractors and material suppliers, irrespective of tier, together with a Contractor's affidavit or sworn statement covering all Work for the Project; and the Owner has received and accepted all other related documentation from the Contractor as required by the Contract.

#### **4.6 Supplemental Close-out Procedures**

Subsequent to final acceptance, close-out binders shall be required from the General Contractor. They shall be reviewed by the PDC and the Owner's Representative. Upon acceptance of the form of the binders from the PDC and the Owner's Representative, the General Contractor shall contact the Closeout Manager of the CHA's Office of Development to schedule delivery of three (3) copies of the binders to the CHA. Close-out binders should be formatted per the Construction Specifications Institute (CSI) structure and include the following contents:

- i. Approved Submittal Binders
- ii. Maintenance & Warranty Binders
- iii. Close-Out Summary and CSI Division Checklists
- iv. Electronic As-Built Drawings
- v. Applicable Certificates (Substantial Completion, Occupancy, etc.)
- vi. Operation and Maintenance Manuals (Start-Up and Test results, Commissioning and Training Info)
- vii. Warranties

Please note: these instructions supplement those in the Special Conditions and the Plans and Specifications.

#### **4.7 Time is of the Essence**

The General Contractor will complete the Scope of Work within the time limits provided herein. The General Contractor and the CHA acknowledge that deadlines for the Services provided for in the Contract may be dictated by the requirements of agencies or events outside the control of the CHA and the General Contractor, and the failure of the General Contractor to meet deadlines may result in economic or other significant losses to the CHA. Therefore, except to the extent that the

General Contractor's inability to meet its deadlines is caused by delay due to the CHA, by acts of God or other events outside the control of the General Contractor, TIME IS OF THE ESSENCE, so that failure to perform in a timely manner shall be considered a material breach of the Contract.

#### **4.8 No Damages for Delay**

General Contractor 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. General Contractor'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 General Contractor to perform.

### **ARTICLE V COMPENSATION**

#### **5.1 Amount of Compensation**

The amount of compensation that the General Contractor shall receive under this Contract shall be the Lump Sum Contract Price of **THIRTY NINE MILLION, EIGHTY-NINE THOUSAND, TWENTY SEVEN AND 00/100 DOLLARS (\$39,089,027.00)**, subject to all conditions and requirements as contained in the Contract Documents. **The General Contractor agrees to and waives any and all claims for payment of Work that would result in billings beyond the agreed upon Lump Sum Contract Price without a prior written amendment to this Agreement authorizing said additional work and additional Costs.** The General Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the Scope of Work is completed within the agreed upon Lump Sum Contract Price as set forth herein.

#### **5.2 Schedule of Values**

The Lump Sum Contract Price is based upon the Schedule of Values set forth in **Attachment F**, which is attached hereto and incorporated by reference as if fully set forth herein, and is hereby accepted by the Owner and the CHA.

#### **5.3 Schedule of Change Order Modification Prices**

The General Contractor acknowledges and agrees that the Schedule of Change Order Modification Prices, as set forth in **Attachment G**, which is incorporated by reference as if fully set forth herein, shall be applicable to deductive and additive change orders issued under the Contract. The CHA and Owner reserve the right to adjust and negotiate the change order prices during the term of the Contract, and the General Contractor agrees to be bound by this adjusted/negotiated pricing for any and all related change orders over the life of the Contract.

#### **5.4 Change Orders**

If the estimated quantity or Scope of Work required by the Contract Documents is increased or decreased during the course of the Project described in the Contract Documents, the General Contractor must submit a change order, including a cost proposal, on a form approved by the CHA

for those additional or reduced Services. The Form of Contractors Change Order Proposal to be used by the Contractor is attached hereto as **Attachment H**. All Change Order Proposals shall be submitted to CHICAGO HOUSING AUTHORITY, 60 E. Van Buren St., Chicago, IL 60605, Attn: Office of Development. Upon receipt of written approval of the Contracting Officer, the General Contractor shall proceed to complete any additional Services authorized in writing by the Contracting Officer. Without said written approval, the General Contractor shall not be allowed any additional Costs. In any event, the General Contractor may not make any claims against the CHA for equitable adjustments; additional costs, direct or indirect, or fees after Final Completion.

## **ARTICLE VI        PAYMENTS**

### **6.1     Progress Payments**

Based upon Applications for Payment submitted to the Prime Design Consultant by the General Contractor and Certificates for Payment issued by the Prime Design Consultant, the Owner or its authorized designee shall make progress payments to the General Contractor as provided in the Contract Documents. Provided that a pencil requisition is received by the Architect at least seven days prior to the first day of any given month, and a completed, revised Application for Payment has been approved by the Architect, Owner, Owner's Lenders, and appropriate agencies, as required, not later than the first day of the month, the Owner Shall make payment to the Contractor not later than 45 days after such approval is received. Each Application for Payment shall be based on the Schedule of Values for the Apartment project set forth in the **Attachment F** Fannie Emanuel Schedule of Values.

### **6.2     Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, shall be made by the Owner or its authorized designee to the General Contractor in accordance with Paragraph 27 of the Special Conditions and the General Conditions.

### **6.3     Payment Procedure**

**ALL PAY APPLICATIONS MUST BE SUBMITTED DIRECTLY TO: Chicago Housing Authority, Attn: Office of Development, 60 East Van Buren St., 10th Floor, Chicago, IL 60605. Do NOT submit invoices to the Capital Construction Department. Failure to follow this direction will result in delays in processing invoice payments.**

### **6.4     Escrow**

Payments shall be made in accordance with the Construction Disbursement and Escrow Agreement between General Contractor, Owner, and Greater Illinois Title Company.

### **6.5     Availability of Funds**

The CHA's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the CHA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

## **ARTICLE VII      SUBCONTRACTOR CONTRACT AND FLOWDOWN REQUIREMENTS**

### **7.1      Provision of Subcontracts**

The General Contractor shall comply with all applicable laws, regulations, policies and procedures of the CHA in the procurement of lower-tier subcontractors. The General Contractor shall incorporate or have incorporated the flowdown requirements of this Contract into all of its lower-tier subcontracts. Said contract provisions in all subcontracts will be appropriately drafted to reflect the proper relationship among the CHA, the Owner, the General Contractor and the lower-tier subcontractor with regard to the lower-tier subcontractor. Further, all subcontractors utilized by the General Contractor must receive prior approval in writing by the Contracting Officer, prior to utilization for any subcontract on this Contract.

### **7.2      Subcontractor Flowdown Requirements**

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

- Paragraph 5    Preconstruction Conference and Notice to Proceed (NTP)
- Paragraph 9    Specifications and Drawings for Construction
- Paragraph 10    As-Built Drawings
- Paragraph 13    Health, Safety, and Accident Prevention
- Paragraph 18    Clean Air and Water
- Paragraph 24    Prohibition Against Liens
- Paragraph 26    Order of Precedence
- Paragraph 30    Suspension of Work, Delays, and Stop Work Orders
- Paragraph 31    Disputes
- Paragraph 32    Default
- Paragraph 34    Termination for Convenience
- Paragraph 36    Insurance
- Paragraph 39    Equal Employment Opportunity
- Paragraph 40    Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968
- Paragraph 42    Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

- Paragraph 43 Limitations on Payments Made to Influence
- Paragraph 45 Examination and Retention of Contractor's Records
- Paragraph 46 Labor Standards – Davis-Bacon and Related Acts
- Paragraph 49 Hold Harmless and Indemnification
- Paragraph 50 Communications
- Paragraph 51 Lead Based Paint Abatement
- Paragraph 53 Submittal of Documents after Award
- Paragraph 57 Drug Free Work Place
- Paragraph 61 Disposal of Hazardous and /or Special Waste

**ARTICLE VIII      SECTION 3 AND MBE/WBE/DBE PARTICIPATION AND REQUIREMENTS**

**8.1      Section 3 – Compliance.**

The CHA has determined that this Agreement 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), and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 135.3. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, 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.

**A.      Section 3 - Clause**

1.      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.
2.      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.
3.      The General Contractor agrees to send to each labor organization or representative of workers with which the General Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the General Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name

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

4. The General 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 General Contractor will not subcontract with any subcontractor where the General Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The General Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the General 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 General Contractor's obligations under 24 CFR Part 135.
6. 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.

**B. Section 3 Compliance Goals**

1. General Contractors and their subcontractors may demonstrate compliance by committing to employ section 3 residents and by subcontracting with section 3 business concerns in accordance with the requirements of 24 CFR Part 135.

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

- (a) 51 percent or more owned by section 3 residents; or
  - (b) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
  - (c) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern.
2. General Contractor and 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 the contract awarded to the General Contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In evaluating compliance with 24 CFR Part 135, General Contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.
4. General Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of “upward mobility”, “bridge” and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

### **C. Section 3 Hiring**

The Section 3 Regulations provide that General Contractors and their subcontractors demonstrate compliance by employing Section 3 Residents as 30 percent of the aggregate number of New Hires. A General Contractor or subcontractor is required to hire only when a New Hire is needed to perform the work.

#### **1. CHA Preferences**

The hiring efforts of the CHA’s General Contractors and subcontractors, shall be directed to provide training and employment opportunities to Section 3 Residents in the following order of priority:

- a. Residents of the housing development or developments for which the Section 3 Covered Assistance is expended;
- b. Residents of other housing developments managed by the CHA;
- c. CHA Housing Choice Voucher Participants;
- d. Participants in HUD Youthbuild Programs being carried out in the Chicago Metropolitan Area;
- e. Other Section 3 Residents.

### **D. Documenting and Reporting**

1. General Contractor agrees to comply with the above Section 3 requirements in accordance with the General Contractor’s Section 3 Utilization Plan, which shall be prepared by the General Contractor and agreed to by CHA. CHA shall not be required to agree to the General Contractor’s Utilization Plan until the General Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA’s Section 3 Policy as may be required.
2. The General Contractor and its subcontractors shall provide all required compliance data with respect to General Contractor’s Section 3 requirements to the CHA via CHA’s electronic system available at <https://cha.diversitycompliance.com/>. The General 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 General Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

**E. Flowdown**

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

**8.2 MBE/WBE/DBE Compliance**

General Contractor agrees to comply with the CHA's and the City of Chicago's Minority and Women Disadvantaged Business Enterprise ("MBE/WBE/DBE") requirements in accordance with the CHA's MBE/WBE/DBE Policy.

**A. Documenting and Reporting**

The General Contractor and its subcontractors shall provide all required compliance data with respect to General Contractor's MBE/WBE/DBE to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The General 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 General Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

**B. MBE/WBE Participation and Section 3 Requirements**

Prior to issuance of the Notice to Proceed, the General Contractor shall provide a MBE/WBE/DBE Utilization Plan and a Section 3 Utilization Plan acceptable to the CHA, stating the degree of MBE/WBE/DBE participation and level of commitment to CHA's Section 3 Policy that meets the CHA's policies, and thereafter, throughout the term of this Agreement, fulfill the stated levels of participation and commitment. The MBE/WBE/DBE Utilization Plan (attached hereto as **Attachment I**) and the Section 3 Utilization Plan (attached hereto as **Attachment J**), once accepted by the CHA will be incorporated by reference as if specifically set forth herein and the General Contractor shall comply with its agreed commitments as set forth therein.

**C. Flowdown**

This MBE/WBE/DBE Contract Provision shall flow down to each subcontract at every tier.

**ARTICLE IX CERTIFICATE OF INSURANCE REQUIREMENTS**

Before commencing work, the General Contractor and each Subcontractor shall furnish the CHA with certificates of insurance including all required endorsements adding the CHA and any other required party as an additional insured that meets the CHA's minimum insurance requirements as



set forth in Paragraph 36 of both the General Conditions and the Special Conditions.

In addition to any other provisions of this Agreement or at law, the General Contractor may immediately have all compensation withheld or suspended, be suspended from providing further Work, or be terminated for cause from this Agreement for any lapse in coverage or material change in coverage pursuant to the requirements of Paragraph 36 of the General and Special Conditions for failure to furnish the CHA with a timely certificate or renewal certificate, or for making an incorrect or a false representation with regard to provision of the insurance specified herein. Certificate Holders and Additional Insureds are attached hereto in Attachment K.

**MUST BE INCLUDED ON ALL CERTIFICATES:**

- Certificate Holder: Chicago Housing Authority, 60 E Van Buren, Chicago IL, 60605
- Solicitation number or Contract number and/or the title of the Project or Service
- CHA and/or Owner must be endorsed as an additional insured on the Contractor's general/auto liability policy and such insurance will be primary and non-contributory to any other insurance available to the CHA.

**ARTICLE X GENERAL PROVISIONS**

**10.1 Entire Agreement**

This Agreement, the attachments hereto and incorporated herein, and the other Contract Documents enumerated in Article I shall constitute the entire agreement between the parties 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.

**10.2 Counterparts**

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

**10.3 Amendments**

No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of General Contractor and by the Chief Executive Officer of the CHA or his designated representative. **The CHA shall incur no liability for additional Services without a written and signed amendment to this Agreement pursuant to this Section.** Whenever in this Agreement the General Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to General Contractor'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.

**10.4 Deemed Inclusion**

Provisions required by law, ordinances, rules, regulations or executive orders to be included in this Agreement are deemed inserted in this Agreement whether or not they appear in the Agreement or, upon application of either party, the Agreement shall be amended to make this insertion; however, in no event shall the failure to insert the required provisions before or after the Agreement is signed prevent their enforcement.

#### **10.5 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. The General Contractor hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The General Contractor agrees that service of process on the General Contractor may be made, at the option of the CHA or 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 General Contractor or by personal delivery on any officer, manager or director of General Contractor. If General Contractor brings any action against the CHA or Owner concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

#### **10.6 Severability**

If any provisions of this Agreement 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 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.

#### **10.7 Interpretation**

The headings of this Agreement are for convenience of reference only and do 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. 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.

#### **10.8 Assigns**

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors.

#### **10.9 Waiver**

Whenever under this Agreement the CHA or Owner by a proper authority expressly waives in writing General Contractor's performance in any respect or expressly waives a requirement or condition to either the CHA or General Contractor's performance, the waiver in writing so granted shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the CHA or Owner may have waived the performance of a requirement or condition under this Agreement.

#### **10.10 CHA Inspector General**

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

#### **10.11 Business Documents and Contractor's Affidavit**

The General Contractor shall provide to the CHA evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. HUD Form 5369-A, Representations, Certifications, and Other Statements of Bidders (**Attachment L**), HUD Form 5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs (**Attachment M**), and the Contractor's Affidavit (**Attachment N**), are attached hereto and are incorporated by reference as if fully set forth herein. The General Contractor shall at all times comply with, and be in compliance with the Contractor's Affidavit, Contractor's Representations, Certifications, and Other Statements of Bidders, and the Instructions to Bidders for Contracts.

### **ARTICLE XI COMMUNICATION AND NOTICES**

#### **11.01 Communication Between the Parties**

All verbal and written communications relating to the Work, including required reports, project schedules, specifications, and related submissions, between the Contractor and the CHA shall be through the **Chicago Housing Authority, Office of Development, 60 East Van Buren St., 13th Fl., Chicago, Illinois 60605**, when required, unless otherwise specified in writing. 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.

### **11.02 Notices**

Any notices sent to the Contractor shall be mailed by certified mail, return receipt requested, postage prepaid to:

Old Veteran Construction, Inc.  
10942 S. Halsted St.  
Chicago, IL 60628  
Attention: Jose Maldonado, President

Notices sent to the CHA shall be mailed by certified mail, return receipt requested, postage prepaid to:

Chicago Housing Authority  
60 E. Van Buren St., 12th Floor  
Chicago, Illinois 60605  
Attention: Chief Executive Officer

With a copy to:

Chicago Housing Authority  
60 E. Van Buren St., 12<sup>th</sup> Floor  
Chicago, IL 60605  
Attention: Chief Legal Officer

And to:

Chicago Housing Authority  
60 E. Van Buren St., 10<sup>th</sup> Floor  
Chicago, IL 60605  
Attention: Office of Development Management

## **ARTICLE XII AUTHORITY**

### **12.1 CHA's Authority**

Execution of this Agreement by the CHA is 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.

### **12.2 General Contractor's Authority**

Execution of this Agreement by General Contractor is authorized by a resolution of its Board of Directors and the signature(s) of each person signing on behalf of General Contractor, has been made with complete and full authority to commit General Contractor to all terms and conditions of this Agreement.

**ARTICLE XIII      ATTACHMENTS**

Attachment A	HUD Form 5370-General Conditions for Construction Contracts-Public Housing Programs
Attachment B	Special Conditions to Contract for Construction
Attachment C	Technical Specifications Table of Contents
Attachment D	Drawings Index
Attachment E	Work Schedule
Attachment F	Schedule of Values
Attachment G	Schedule of Change Order Modification Prices
Attachment H	Form of Contractor's Change Order Proposal
Attachment I	MBE/WBE/DBE Utilization Plan
Attachment J	Section 3 Utilization Plan
Attachment K	Fannie Emanuel Certificate Holders and Additional Insureds
Attachment L	HUD Form 5369-A Representations, Certifications, and Other Statements of Bidders
Attachment M	HUD Form 5369 Instructions to Bidders for Contracts Public and Indian Housing Programs
Attachment N	Contractor's Affidavit
Attachment O	Fannie Emanuel Environmental Reports

*[Remainder of page intentionally left blank; signature page attached hereto]*

IN WITNESS WHEREOF, the CHA and General Contractor have caused this Agreement to be executed and to become effective as of the 21<sup>st</sup> day of December, 2015.

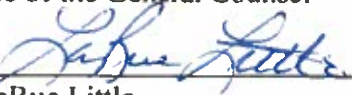
**CHICAGO HOUSING AUTHORITY**

By:   
Dionna Brookens  
Deputy Chief Procurement Officer

**OLD VETERAN CONSTRUCTION,  
INC.**

By:   
Jose Maldonado  
President

Approved as to form and legality by the  
CHICAGO HOUSING AUTHORITY  
Office of the General Counsel

By:   
LaRue Little  
Deputy General Counsel