CONTRACT NO. 12034

PROFESSIONAL ARCHITECTURE/ENGINEERING SERVICES

BETWEEN

THE CHICAGO HOUSING AUTHORITY

AND

KOO LLC
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            Compliance Certificate
Contract No. 12034

This PROFESSIONAL ARCHITECTURE/ENGINEERING SERVICES AGREEMENT (The “Agreement”) is made as of this 19th day of June, 2017 between the CHICAGO HOUSING AUTHORITY (“Owner” or “CHA”), an Illinois municipal corporation with offices located at 60 E. Van Buren St., Chicago, Illinois, 60605, and KOO LLC (the “A/E”), an Illinois limited liability company with offices located at 53 West Jackson Boulevard, Chicago, Illinois 60604.

RECITALS

WHEREAS, the Owner issued Request for Proposals (“RFP”) Event No 1303 on or about July 1, 2016 soliciting architectural/engineering firms to submit proposals for professional architectural/engineering services for the renovation and conversion of the vacant Nathaniel Pope Elementary School, located at 1852 South Albany Avenue, Chicago, Illinois, to a multi-use venue consisting of CHA administrative offices, a local Community Partners office, a CHA owned and operated community use auditorium and 14 CHA managed residential dwelling units, more specifically described in Exhibit A attached hereto and incorporated herein by this reference, (the “Site”); and,

WHEREAS, the A/E submitted its proposal on or about August 3, 2016 and further represents it is qualified, ready, willing and able to provide the services required by the Owner on the terms and conditions set forth herein; and,

WHEREAS, the Owner and the A/E desire to enter into this Agreement to provide the services as set forth herein and on September 20, 2016, Owner’s Board of Commissioners authorized the CHA to enter into this Agreement by Resolution No. 2016-CHA-101.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

DEFINITIONS OF CERTAIN TERMS AND PHRASES

Unless the context expressly otherwise requires, the terms and phrases defined in this Definitions Section will, for all purposes of this Agreement, have the respective meanings set forth below:

"Additional Reimbursable Expenses" - The expenses incurred by the A/E in accordance with, and pursuant to, Article B(7) hereof.
"Additional Services" - The services enumerated in Article B(7) hereof.
"Agreement" - This Agreement for Professional Architecture/Engineering Services, including all exhibits attached hereto; all amendments, modifications and revisions made in accordance with the terms hereof;
“Applicable Laws” - All applicable Federal, State and local laws, codes, ordinances and regulations related to the Scope of Work set forth in this Agreement, including, but not limited to, the Chicago Building Code, as amended, the Illinois Accessibility Code, as amended, the Uniform Federal Accessibility Standards (“UFAS”), as amended, the Americans with Disabilities Act of 1990 (“ADA”), as amended, Section 504 of the Rehabilitation Act of 1973, as amended and as
implemented by 24 CFR Part 8 and the Fair Housing Act Design Manual ("504"), the design and construction requirements of HUD, the Environmental Protection Agency and the Occupational Safety and Health Administration.

"Application for Payment" - The A/E’s application for Progress Payments, as defined in Article C hereof.

"Architect of Record" or “AOR” - The architect that is engaged to represent the Owner with respect to all aspects of the performance of design, engineering and administration of the Project, licensed to practice architecture in Illinois and engaged by the A/E as either a principal or full time employee to perform architectural, engineering, design, contract administration, or other services related to the Work required under the Construction Documents, Contract Documents, and this Agreement.

"Architect/Engineer or A/E" - The person, firm, or entity identified to perform the Services described in this Agreement and engaged to act on the CHA’s behalf with respect to all aspects of the performance of the design, engineering and construction administration for the Project. Any reference to specific architectural, engineering, or related disciplines herein shall be construed as services directed and provided by the A/E whether they are self-performed or performed by the A/E’s sub-consultants.

"Basic Fee" - The fee for Basic Services the CHA pays to the A/E.

"Basic Services" - The services to be performed by the A/E pursuant to this Agreement, other than Additional Services.

"Bid Package" - All the documents distributed to potential bidders, including, but not limited to, the Invitation for Bids, Form of Contract, General Conditions for Construction Contracts, Special Conditions, Technical Specifications, Plans and Specifications, and any other documents distributed to Bidders by the Owner with the foregoing documents. A Bid Package may also be used to refer to a Request for Proposals or Request for Services for construction.

"Bidding and Contract Documents" - The documents prepared by the A/E for purposes of bidding out and contracting for the Work, as defined herein. Bidding and Contract documents may also refer to Requests for Proposals or Requests for Services for construction.

"Business Day" - Monday through Friday, excluding Federal or State holidays.

"Certificate of Acceptance" - The certificate issued by the Owner to the Contractor upon completion of final inspection of the Work and approval thereof at the conclusion of the Close-out Phase.

"Certificate of Substantial Completion" - A certificate issued by the A/E to the Owner establishing the Date of Substantial Completion of the project.

"Construction Contract" - The agreement entered into between the Owner and a general contractor regarding the Project based on Construction Documents prepared by the A/E, including, but not limited to, a task order issued to a General Contractor under the Task Order Competitive Contracting Master Agreement (or any subsequent Master Agreement) and Invitation for Bid (IFB) BF Pages.

"Construction Contract Documents" - Those documents which constitute the Construction Contract as set forth therein. The Construction Contract Documents, which form the contract between the Owner and a general contractor for a construction project include the Construction Contract, the “Amendment(s) to Special Conditions", the “Special Conditions of the Contract for Construction” (the “Special Conditions”), “HUD General Conditions for Construction (HUD form 5370-A) approved modifications, amendments and change orders to the Construction Contract, and the “Work Schedule” as defined in paragraph 6 of the HUD General Conditions for
Construction, as amended from time to time pursuant to such paragraph 6, the “Instructions to Bidders (form HUD-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 “Technical Specifications” and “Plans and Specifications” for the Construction Contract, if any, the General Contractor’s Compliance Affidavit, Contractor’s Affidavit, or any other affidavits, certifications or representations the Contractor is required to execute under the Construction Contract, and the General Contractor’s MBE/WBE/DBE and Section 3 Utilization Plans.

"Construction Cost Estimate" - The total estimated cost (to the Owner) of all elements of the completed Project designed or specified by the A/E, including, without limitation, all costs pursuant to the Construction Contract and all costs as described in Exhibit D. A Construction Cost Estimate may also be referred to as an Independent Cost Estimate ("ICE").

“Construction Cost Estimate Summary” - The final level of cost summation which shall be included with every detailed estimate of cost using an itemized Work Breakdown Structure (“WBS”) prepared according to the Construction Specifications Institute (“CSI”) format that is submitted by the A/E for given Project(s), as described in Exhibit D.

"Construction Documents" - All of the Plans and Specifications, addenda, change orders and modifications, and all other prints, models, drawings, designs, computations, sketches, test data, photographs, renderings, plans, shop drawings and other materials relating to, or contemplated by the Services performed by the A/E or by any engineer, professional or professional consultants to, or engaged by the A/E in connection with a Project.

"Contracting Officer" - The Owner’s Chief Executive Officer or his designee, the Chief Procurement Officer.

"Contractor" or “General Contractor” - The person or entity designated as the general construction contractor in the Construction Contract.

“Date of Substantial Completion” - The date certified by the A/E when the Work or a designated portion thereof is sufficiently complete, in accordance with the Construction Contract Documents, so that the Owner may occupy the Improvements or designated portion thereof for the use for which it is or they are intended.

"Design Development Documents" - Documents prepared by the A/E during the Design Development Phase as set forth in Article B(3)(C)(v) hereof.

"Engineer" - The person or entity engaged by the Owner or by the A/E as either an employee or sub-consultant, and is a Registered Professional Civil, MEP or Structural Engineer licensed in Illinois.

“Expedites” - The act of investigating, completing and processing project permits quickly and efficiently while representing the Owner’s interest at all levels of the process, and while working with municipalities, neighborhood committees and other regulatory agencies in the interest of getting the Project under construction and on schedule. Expediting a Project includes the coordination of Construction Documents, applications and fees in preparation for submission to jurisdictional review agencies; following up with review agencies and the coordination with the Owner regarding the status of approvals or the need for revisions, responses and re-submittals; and representing the Owner at meetings relating to approvals, rezoning, variances, and neighborhood committees.

“Field Manager” - The person whose major responsibility is overseeing all field activity for the construction activities on behalf of the Owner. This person reports to the Project Manager and
will oversee the construction activities related to a Construction Contract to ensure Contractor's compliance with the Construction Contract Documents.

"Firm Fixed Fee" - The firm fixed fee for Services required under this Agreement.


"HUD" - The U.S. Department of Housing and Urban Development, including the Secretary, or any other person designated to act on its behalf in connection with the administration of this Agreement.

"Independent Cost Estimate" or "ICE" - The cost/price estimate of a general contractor's work for the Project. The ICE will be the basis for comparing costs or prices provided by the contractor (see Exhibit D for required information).

"Improvements" - The buildings and all other site improvements on the Site.

"Maximum Construction Contract Cost" - The cost referred to in Article B(2)(E) hereof.

"Not-to-Exceed Amount" - The not-to-exceed amount for Basic Services and any Additional Services as set forth in Article C(1) and C(2) hereof.

"Owner" - The Chicago Housing Authority, an Illinois municipal corporation, any of its affiliates or instrumentalities, or any other person designated, in writing, to act on its behalf but only to the extent so designated, in connection with the administration of this Agreement.

"Owner's Representative" - The person, or entity engaged by the CHA, to plan, coordinate, and oversee design and construction activities, including the activities of the A/E.

"Plans and Specifications" - All working drawings and specifications, including, but not limited to, elevations, sections and details, schedules, and notes, setting forth in detail and prescribing all work to be done for the Project including the materials, workmanship, finishes and equipment required for the architectural, structural, life safety, mechanical, electrical, and plumbing systems, parking, landscaping and on-site amenities and facilities, and all addenda thereto and modifications thereof, and as referenced in the General Conditions for Construction Contracts.

"Pre-Design Documents" - Documents prepared by the A/E during the Pre-Design Phase as set forth in Article B(3)(A)(v) hereof.

"Progress Payment" - A payment to the A/E, as defined in Article C(1)(B).

"Project" - All architectural and engineering services described in this Agreement related to the Work the Contractor will perform at the Site pursuant to the terms of a Construction Contract.

"Project Architect" - The person or entity licensed to practice architecture in Illinois and engaged by the A/E as either a principal or full time employee or sub-consultant to perform architectural, engineering, design, contract administration, or other services related to the Work required under the Construction Documents, Contract Documents and this Agreement.

"Project Manager" - The person or persons assigned to manage the Project for the CHA. The A/E will report directly to the Project Manager for the Project.

"Record Drawings" - Reproducible prints of Plans and Specifications showing significant changes in the Work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, and wiring and piping and duct work located in walls, floors and ceilings, and actual field dimensions based on marked-up prints, drawings and other data furnished by the Contractor to the A/E.

"Reimbursable Expenses" - The expenses incurred by the A/E included in the amount of compensation set forth in Article C(1) hereof. Reimbursable Expenses are for certain actual
expenses incurred by the A/E in connection with the Project. All Reimbursable Expenses must be separated by the Owner’s individual building designation for the Project, and all costs must be identified by cost type (as set forth below). Unless cost accounting is completed in this manner, the A/E will not be reimbursed for Reimbursable Expenses. Reimbursable Expenses include the following: (a) Travel Costs – The reasonable cost of travel incurred by the A/E when the Owner requests that the A/E travel to a location more than forty five (45) miles from the Project Site, the A/E’s local Chicago office(s), or the Owner’s office; (b) Delivery Costs - courier services and overnight mail; (c) Reproduction Costs – The cost to reproduce and mail all drawings, Plans and Specifications, and Construction Documents required to be produced, provided or delivered pursuant to this Agreement, excluding the cost to reproduce such documents for the A/E’s own use or the use of its sub-consultants; and (d) Specialty Consultants - The charges (hourly or otherwise) incurred for specialty consultants approved by the Owner in writing prior to the A/E’s engagement thereof.

"Schematic Design Documents" - Documents prepared by the A/E during the Schematic Design Phase as set forth in Article B(3)(B)(iv) hereof.

"Scope of Work" - A description of the Services to be performed pursuant to this Agreement (including, but not limited to, the A/E’s architect/engineer design data and criteria, construction drawings, plans, technical specifications, engineer’s reports, and all Owner provided information).

"Services" - The Basic Services and all Additional Services to be performed by the A/E pursuant to this Agreement.

"Site Plan" - The plan of the Site and the Improvements located thereon to be prepared by the A/E pursuant to Article B.

"Special Conditions" - The Special Conditions of the Construction Contract between the Owner and the Contractor, supplementing the General Conditions of the Contract for Construction (HUD form 5370-A).

"Substantial Completion" - The milestone attained when the status of the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that the Owner may occupy the Work or designated portion thereof for the use for which it is intended, and as certified by the A/E.

"Work" - All labor, materials, and services required to be performed by the Contractor to construct the Improvements in accordance with the Construction Contract, generally, and the Plans and Specifications, in particular.

"Work Breakdown Structure" or “WBS” - A fundamental technique for defining and organizing the total scope of the Project, using a hierarchical structure illustrating all superior and subordinate tasks.

**ARTICLE A: SCOPE OF WORK**

The A/E agrees to provide complete architectural and engineering and related services as are usually and customarily performed, rendered or done by architects or engineers preliminary to, and in connection with, the preparation of plans, designs and specifications and the construction associated with the conversion of the vacant Nathaniel Pope Elementary School, located at 1852 S. Albany Avenue, Chicago, IL, 60623, to a multi-use facility consisting of CHA administrative offices, a local Community Partners Office, a CHA owned and operated community use auditorium and 14 CHA managed residential dwelling units, more particularly described in Exhibit A attached hereto and incorporated herein by reference:
1. **Description of the Existing Conditions**

The Pope School is located on a 1.37-acre parcel that is situated on the northwest corner of 19th Street and Albany Ave. in Chicago. The site is also located directly across the street from the southwest corner of Douglas Park. The site’s dimensions are approximately 400’-2” (N-S) x 148’-10” (E-W) or approximately 59,550 square foot in lot area.

The Pope School is a 3 story, 83,000 square foot masonry structure approximately 60 feet high that was designed by Architect Arthur F. Hussander for the Chicago Board of Education and built circa 1920. The school steadily served the surrounding neighborhood until it was de-commissioned by the Chicago Public Schools about three years ago.

A. **Floor Plan:** The building follows a common theme that was used in the design of schools at the time and is configured in a “T” shaped plan with a centrally located main entrance. The main entrance leads directly to a (central) double loaded corridor that runs longitudinally from a secondary north entrance/exit of the building to a secondary south entrance/exit of the building. A two story auditorium with a second floor balcony accommodates approximately 700 persons and is centrally located off the typical (main) building floor plate. The auditorium is flanked on either side by a one story boiler room to the north and a one story cafeteria to the south. A large gymnasium is also located on the third floor above the main entrance.

Previously, the building’s approximately 32,000 square foot first floor plate served the functions of administrative offices, classrooms, a 700 seat auditorium, a cafeteria (electrical and mechanical) equipment rooms and miscellaneous support spaces. The second floor of the building is approximately 30,000 square foot and provided areas for classrooms, miscellaneous support spaces and a second floor balcony that served the two (2) story auditorium. The third floor is approximately 22,000 square foot and previously provided spaces for classrooms, miscellaneous support spaces and a large gymnasium.

B. **Exterior:** The building is primarily constructed of red face brick and horizontal limestone banding. Limestone panels presently frame the building’s main entrance and are also located at the base of the structure, below the second floor windows and above the third floor windows. Limestone lintels and accents have also been selectively employed throughout the building.

C. **Roofing and Drainage System:** The approximately 32,000 square foot existing roof system is comprised of five (5) separate granular coated modified bitumen roofs that are in good condition. The roof’s drainage system is comprised of interior roof drains and thru-wall scuppers that are effective in removing rain from the roofs, however, some masonry repair work may be warranted at the scuppers and parapets at specific locations.
D. **Structure:** The former Pope School is of Type I non-combustible construction and is supported by load bearing perimeter walls and load bearing structural clay tile interior (corridor) walls. Floors are constructed of steel beams and clay tile with a concrete topping.

E. **Interiors:** Interior clay tile walls have either plaster or more recently gypsum drywall added as a finish surface. Existing plaster ceilings are approximately 12 to 13 feet in height and have an interstitial space of 2 to 3 feet above the ceiling at the first and second floors while an interstitial space of approximately 7 feet exists between the third floor ceiling and the roof.

F. **Building Systems:** Previously, the building had been heated by two (2) gas fired steam boilers that were used to heat air in one of the two existing plenum chambers. That air was then distributed and controlled throughout the building through a series of ducts and dampers. Due to the building having been vacant for the last few years, a significant amount of theft has occurred. It is recommended that all mechanical and electrical components be replaced.

G. **Site:** An approximately 17,540 square foot asphalt parking lot lies immediately north of the Pope School building which also includes an approximately 2,800 square foot rubberized playground area located in the Northwest corner of the site. An approximately 3,580 square foot extension of the main parking lot is located directly in front of the boiler room wing of the school. A similar 3,580 square foot asphalted area is also located on the southwest corner of the site and likely served as a play (ground) area at one time. Although the existing asphalt and paved surfaces to the north of the building were likely previously used for parking, that same area will now have to be redeveloped to meet the City of Chicago’s current parking lot standards and requirements. The present zoning designation for the site is B3-3.

### 2. **Description of the Scope of Work**

The Owner shall contract separately with a Contractor to perform the construction work required for the construction activities required at the Site. The Scope of Work shall include, but shall not be limited to, architectural/engineering services related to the following:

A. **Floor Plan:** The following is a list of required spaces per floor.

   **First Floor**
   
   i. New reception area and meeting (interview rooms)
   ii. Five (5) general (open) offices
   iii. One (1) community partners office
   iv. One (1) events storage room
   v. One (1) conference room
   vi. One (1) conference/ training room
vii. One (1) auditorium
viii. New 3 story accessible elevator (located near accessible entrance)
ix. Convert two (2) existing plenum chambers to functional storage areas

Second Floor

i. Four (4) call center (open office) rooms
ii. One (1) call center private office
iii. One (1) break room
iv. One (1) conference room
v. Two (2) storage rooms
vi. One (1) inspector’s private office
vii. Three (3) inspector’s (open) offices
viii. One (1) inspector’s docking station office
ix. One (1) auditorium balcony

Third Floor

i. Twelve (12) accessible 1-BR and two (2) accessible 2-BR dwelling units

B. Exterior: Exterior work to include the complete renovation of all exterior building components to accommodate the new building program. The A/E is to conduct a comprehensive assessment of all exterior building components to determine which building components can be retained and refurbished and which building components need to be replaced. It is the intent of the CHA to retain as many building components as feasible.

C. Roofing and Drainage System: Roofing and drainage system work to include repairs to the existing roof and drainage system, including the existing parapets and scuppers. The A/E is to conduct a comprehensive assessment of the roofing and drainage systems to determine the scope of repair work.

D. Structure: Structural work to include repairs and replacement of existing structural components and installation of new structural components to accommodate the new building program. The A/E is to conduct a comprehensive assessment of all structural components to determine which structural components can be repaired, which structural components need to be replaced and when new structural components need to be added.

E. Interiors: Interior work to include the complete renovation of all interior spaces to accommodate the new building program. The A/E is to conduct a comprehensive assessment of all interior spaces to determine which building components can be retained and refurbished and which building components need to be replaced. It is the intent of the CHA to retain as many interior building components (i.e. doors, millwork, hardware) as feasible. All aspects of the auditorium shall be accessible and provide for an adequate number of companion seating. All designated Sensory
and Mobility units shall meet Uniform Federal Accessibility Standards (UFSA) and all other applicable ADA/504 requirements for HUD certification.

F. **Building Systems**: Systems work to include replacement of all building systems to accommodate the new building program. Systems to include the following: heating, ventilation and air conditioning systems, electrical, plumbing, fire protection, lighting, information technology (voice, data and CCTV) and security systems. A new natural gas emergency generator or inverter is to be included as an electrical back-up system. Fire protection system for the building to include an addressable fire alarm/communications panel. Audiovisual systems are to be incorporated into the auditorium.

G. **Site**: Site work to include improvements to the landscape, hardscape (i.e. walkways, parking lot) and elements (i.e. trash enclosure and fencing) of the Site, all meeting requirements of the City of Chicago’s landscape ordinance. Accessible path to be developed from parking lot to accessible building entrance per ADAAG requirements. Site drainage to be designed to meet City of Chicago stormwater ordinance. Utilities (i.e. water, electrical and gas) to be evaluated and upgraded as necessary.

H. **Environmental**: Environmental work to include removal of soils as required to implement the scope of new landscape and hardscape, removal of all asbestos containing materials and mitigation of any existing lead-based paint. Environmental work including testing, design and remediation oversight to be performed by the CHA’s consultant. A/E is to coordinate renovation scope with documents provided by the Environmental Consultant.

**ARTICLE B: REQUIRED SERVICES**

1. **Architect of Record; Project Architect**

A. **AOR; Project Architect**

The A/E shall serve as the Architect of Record for the Project and shall designate a licensed Illinois architect to serve as the Project Architect. The Project Architect shall be a principal or full time employee of the A/E, and shall be approved by the Owner to supervise the performance of all Services, including the preparation of all Plans and Specifications, all Construction Documents, and all Bidding and Contract Documents. The A/E shall certify that all work was performed under the direct supervision of the Project Architect and that it conforms to the Chicago Building Code, as amended, the Illinois Accessibility Code, as amended, all applicable Federal, State and local building codes, as amended, including, but not limited to, the Uniform Federal Accessibility Standards, the Americans with Disabilities Act of 1990, as amended, Section 504 of the Rehabilitation Act of 1973, as amended and as implemented in 24 CFR Part 8, the Fair Housing Act Design Manual, and the design and construction requirements of HUD. All Services requiring professional architectural judgment shall be performed by the Project Architect.
B. **Approval**
The Project Architect shall be approved by the Owner and, once approved by the Owner, the Project Architect shall not be removed from his/her position without the express written consent of the Owner unless the Project Architect leaves the employ of the A/E. If the Project Architect does leave the employ of the A/E, then the A/E shall promptly submit the name of a replacement Project Architect to the Owner for approval.

C. **Seal**
The AOR or Project Architect shall affix his seal and signature to drawings and Plans and Specifications produced under this Agreement when required by law.

2. **A/E Basic Services**

In completing the Agreement, the A/E shall perform the following Basic Services:

A. The A/E shall provide complete architectural and engineering services as are usually and customarily performed, rendered or done by architects and/or engineers preliminary to and in connection with the preparation of plans, designs and specifications and the construction associated with the conversion of the vacant Nathaniel Pope Elementary School. The A/E shall also provide such plans and designs as are necessary to illustrate the scale and function of, and relationship between and among, Project components, including but not limited to, parking, traffic, life safety, and interior and exterior lighting including, but not limited to, all such work and services as described in the Agreement.

B. **Categories of Professional Services.** In connection with the Project, the A/E shall provide the CHA with the following basic professional services including, but not limited to, the following:

i. ADA/504 Planning and Assessments

ii. ADA/504 Design Criteria

iii. Architecture

iv. Civil Engineering

v. Construction Contract Administration

vi. Cost Estimating

vii. Electrical Engineering

viii. Elevator Design and Rehabilitation

ix. Fire Protection Engineering

x. Forensic Architectural and Engineering Services, Studies, Investigations and Reports

xi. Interior Space Planning and Interior Architecture

xii. Land/Plat Surveying

xiii. Landscape Architecture

xiv. Mechanical Engineering

xv. Permit Coordination
xvi. Plumbing Engineering
xvii. Price and Cost Analysis
xviii. Property inspection to meet due diligence requirements and to satisfy housing quality inspections
xix. Site Planning
xx. Security Design
xxi. Structural Engineering

Sub-consultants to the A/E. Sub-consultants retained by the A/E shall be subject to the same professional standards and requirements as the A/E. The A/E shall not retain or change any sub-consultants without the prior written consent of the CHA.

C. Experienced Staff. The A/E shall furnish its skill and judgment and cooperate with the CHA and the CHA's duly authorized representatives/agents in achieving Project objectives. The A/E shall furnish efficient business administration and endeavor to furnish at all times adequate materials and other items necessary for the proper execution and completion of the Services in an expeditious and economical manner, consistent with the interests of the CHA. The A/E shall provide staff that is trained, experienced and expert in architecture and engineering, shall have all necessary licenses and certificates, and shall be fully familiar, and shall comply, with all Applicable Laws. The A/E shall self-perform a minimum of 50% of the services required.

D. Compliance with Applicable Laws. The A/E shall perform its Services to conform to all applicable Federal, State and local laws codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the CHA, including, but not limited to, those promulgated by HUD, the Environmental Protection Agency and the Occupational Safety and Health Administration. The A/E shall certify that the Contract Documents will conform to all Applicable Laws in effect when the Construction Documents are submitted for a building permit. The A/E shall prepare all Construction Documents required for approval by all governmental agencies having jurisdiction over the Project. The A/E shall make all changes in the Bidding and Contract Documents necessary to obtain governmental approval without additional compensation or reimbursement, except if, subsequent to the date the CHA issues a Notice to Proceed for the Work to be undertaken by the general contractor hired by the CHA, revisions are made to applicable codes or non-federal regulations requiring changes to the Plans and Specifications that result in additional cost, then the A/E shall be entitled to additional compensation at a fair and equitable rate to be agreed upon by the CHA and the A/E. The A/E, however, is obligated to notify the CHA of all significant code or regulatory changes within sixty (60) calendar days of their effective date, and such notification shall be required in order for the A/E to be entitled to any additional compensation or reimbursement.

E. Designing within Funding Limitations. The A/E shall perform the Services required under the Agreement in such a manner so as to cause the award of the Construction
Contract not to exceed an amount to be provided by the CHA in writing to the A/E prior to the commencement of the A/E's services for the Project. This fixed limit shall be called the "Maximum Construction Contract Cost." The amount may only be increased by written notice from the CHA. If a change to the Work results in an increase in the Maximum Construction Contract Cost, a modification to the Agreement between the CHA and A/E will be required. Should the overall bids for the Construction Contract exceed the Maximum Construction Contract Cost, the CHA has the right to require the A/E to perform without additional compensation or reimbursement, redesigns, rebids and other services necessary to cause an award of the Construction Contract(s) within the Maximum Construction Contract Cost. In addition, the A/E and the CHA may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement.

F. Attendance at Meetings. In addition, as part of the Basic Services, on behalf of the A/E and together with the CHA, the Project Architect shall attend, participate in and produce handouts and presentation materials, slide presentations or "PowerPoint™" presentations at all design conferences with the CHA, all meetings of the CHA's Board of Commissioners when requested by the CHA, all meetings with HUD when requested by the CHA, and all Construction Contract negotiations when requested by the CHA. At present, the CHA estimates the meeting schedule to be as follows, however, the Project Architect may be required to attend additional meetings as needed:

i. Two (2) CHA community meetings, if applicable; and

ii. Four (4) meetings with the City of Chicago's Department of Buildings' ("DOB") review consultant to obtain building permits.

3. Phases and Descriptions of Basic Services

The A/E shall provide as Basic Services all work described in this Article B(3) and all such other professional services necessarily implied from, incident to, and normally provided for the design of projects with a similar scope of work.

A. Pre-Design Phase

i. Commencement of Phase
After receipt of a Notice to Proceed from the Owner, the A/E shall prepare and deliver Pre-Design Documents to the Owner in accordance with the Schedule of Performance attached hereto and incorporated herein as Exhibit B (the "Schedule").

ii. Elements
The Pre-Design Documents shall consist of a presentation of the complete Property Assessment, Project Program and any required studies i.e. feasibility. The A/E shall revise these documents consistent with the requirements and criteria established by the CHA to secure the CHA's
written approval.

iii. **Accuracy of Information**
The A/E shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions.

iv. **Required Activities**
In this Phase, the A/E shall undertake all reasonably required activities, including, but not limited to, the following:

a. Attend the Project kick off meeting to review and discuss the goals of the Project, including the scope, schedule and budget;
b. Review all existing historical documents and information available as provided by the CHA, Chicago Public Schools and the City of Chicago Department of Buildings;
c. Coordinate the rodding and jetting of existing roof drain and sanitary plumbing lines to city sewer main;
d. Coordinate video scoping of existing roof drain and sanitary plumbing lines to city sewer main to ensure clear, unimpeded flow;
e. Conduct detailed forensic building inspections to reveal unknown conditions;
f. Procure a site survey;
g. Procure a geotechnical survey of the property for developing storm water management best practices;
h. Obtain information on existing site utilities from the City of Chicago Office of Underground Coordination (OUC);
i. Develop a comprehensive Property Assessment (identifying existing conditions and associated recommended improvements), which shall include, but not be limited to, the analysis of the following: site, building envelope and roof, building interiors, building mechanical, electrical, plumbing, fire protection, information technology and security systems;
j. Develop a comprehensive Project Program;
k. Develop a feasibility study or other related studies, if required;
l. Submit Pre-Design Documents at 100% completion to the CHA for review;
m. Make such changes and revisions in the Pre-Design Documents and provide such drawings, reproductions and supporting data necessary to meet the requirements of the Owner; and
n. Provide the required documents described in this Section based on the mutually-agreed upon program, schedule, and budget for the cost of the Work.

v. **Required Documents**
In this Phase, the A/E shall prepare all reasonably required documents, including, but not limited to, the following:
a. Site Survey, if required;
b. Geotechnical Survey, if required;
c. OUC Report, if required;
d. Property Assessment;
e. Schedule of building types, unit distribution and bedroom count;
f. Project Program;
g. Feasibility or other related studies; and

vi. **Documents to Comply with Owner-Provided Information**

The Pre-Design Documents shall be consistent with the following requirements and the following documents which have been or may be furnished to the A/E by the Owner:

a. Description of features of, and facilities in, the Improvements required by the CHA;
b. Any applicable Building Assessments;
c. A site survey (if survey provided by the CHA);
d. A geotechnical survey (if report provided by the CHA);
e. An environmental report with a delineation of wetlands (if report provided by the CHA);
f. Any report or other such work product as may be produced by any engineer, professional or professional consultant as may be retained by the CHA or at the CHA’s direction as described in this agreement between the CHA and the A/E; and
g. Project funding limitations set forth in the agreement between the CHA and the A/E.

The determination of the sufficiency of the information contained in the items set forth above and the interpretation of the surveys and reports set forth above shall be the responsibility of the A/E.

vii. **Documents for Review**

In this Phase, the A/E shall provide the Owner with copies of the Pre-Design Documents for review.

viii. **Conclusion of Phase**

The Pre-Design Phase will conclude upon the A/E’s receipt of the Owner’s written approval of the Pre-Design Documents.

B. **Schematic Design Phase**

i. **Commencement of Phase**

After receipt of written approval of the Pre-Design Documents from the Owner, the A/E shall prepare and deliver Schematic Design Documents to the Owner in accordance with the requirements set forth herein.
ii. **Elements**
The Schematic Design Documents shall consist of a presentation of the complete Schematic Design of the Project, including all major elements of the Improvements, planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The A/E shall revise these documents consistent with the requirements and criteria established by the CHA to secure the CHA’s written approval.

iii. **Required Activities**
In this Phase, the A/E shall undertake all reasonably required activities, including, but not limited to, the following:

a. Conduct and prepare a preliminary code analysis package, including, but not limited to, the following components; Occupancy classification, construction type, occupant load by area and floor, travel distances, accessibility, exit types, units and widths, plumbing fixture counts, parking requirements, fire resistance requirements. Verify and confirm that all fire rated assemblies and separations for business, residential, and assembly use as dictated by the project are proper and applicable to the current City of Chicago Building Code;

a. Conduct and document preliminary reviews with required regulatory agencies, including but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor’s Office for People with Disabilities, and Chicago Department of Water Management;

b. Prepare and present the design options for the Project for review by the CHA;

c. Prepare the plans, elevations, sections, outline specifications and narratives, as required, to describe the applicable disciplines including, but not limited to architectural, structural, civil, landscape, mechanical, electrical, plumbing, fire protection and technology aspects of the selected design option, to assist the CHA in its development of an Independent Cost Estimate at 100% completion;

d. Submit design development documents at 100% completion to the CHA for review;

e. Review and comment on the Independent Cost Estimate prepared by the CHA and make recommendations for potential cost reduction strategies;

f. Attend meetings with working group committees that will be established by the CHA, to represent the local community needs and interests;

g. Make such changes and revisions in the Schematic Design Documents and provide such drawings, reproductions and
supporting data necessary to meet the requirements of the Owner; and

h. Provide the required documents described in this Section based on the mutually-agreed upon program, schedule, and budget for the cost of the Work, which shall establish the Schematic Design of the Project illustrating the scale and relationship of the Project components.

iv. **Required Documents**

In this Phase, the A/E shall prepare all reasonably required documents, including, but not limited to, the following:

a. Project specific analysis of codes, ordinances and regulations;
b. Plans, elevations and sections;
c. Narratives; and
d. Outline Specifications.

v. **Documents for Review**

In this Phase, the A/E shall provide the Owner with copies of the Schematic Design Documents for review.

vi. **Conclusion of Phase**

The Schematic Design Phase will conclude upon the A/E’s receipt of the Owner’s written approval of the Schematic Design Documents.

C. **Design Development Phase**

i. **Commencement of Phase**

After receipt of written approval of the Schematic Design Documents, the A/E shall prepare and submit the Design Development Documents to the Owner in accordance with the Schedule. The A/E shall revise the Design Development Documents consistent with the requirements and criteria established by the Owner to secure the Owner’s written approval, and limit any and all ambiguous, vague, or incomplete design information that might cause needless additional cost to the Owner that may be discovered through the bidding process.

ii. **Elements**

The Design Development Documents shall consist of a presentation of the complete design of the Project, including all major elements of the Improvements, planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The A/E shall revise these documents consistent with the requirements and criteria established by the CHA to secure the CHA’s written approval.

iii. **Design Standards**
In this Phase, the A/E shall design the Project to meet all of the design standards set forth in the Agreement and in accordance with the criteria set forth in the following:

a. Public Housing Development Handbook. HUD 7417 Rev-1 CHG-12 (December 21, 1992), as amended

b. The Public Housing Modernization Standards Handbook. HUD 7485.2 CHG-2 (March 29, 1993), as amended

c. HUD Lead Based Paint Poisoning Prevention, codified at 24 CFR 35; 24 CFR 965, Subpart H; 24 CFR 968.9(e); and as modified by various HUD circulars

d. Uniform Federal Accessibility Standards codified at 24 CFR 40

iv. Required Activities

In this Phase, the A/E shall undertake all reasonably required activities, including, but not limited to, the following:

b. Update the code analysis package, including, but not limited to, the following components: occupancy classification, construction type, occupant load by area and floor, travel distances, accessibility, exit types, units and widths, plumbing fixture counts, parking requirements, fire resistance requirements. Verify and confirm that all fire rated assemblies and separations for business, residential, and assembly use as dictated by the project are proper and applicable to the current City of Chicago Building Code;

c. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor’s Office for People with Disabilities, and Office of Emergency Management and Communication;

d. Review approaches with the CHA for the construction phasing of the Project, if required;

e. Prepare graphics, presentation materials, illustrations and display materials as needed to describe Design Development Phase activities;

f. Prepare draft “presentation boards,” to present Design Development Phase standard products and final “presentation boards” to illustrate final approved standard materials, as requested;

g. Participate in meetings with the Owner as requested to complete the Design Development Phase;

h. Prepare the plans, elevations, sections, specifications and narratives, as required, to describe the applicable disciplines including, but not limited to, architectural, furniture, fixture and equipment (FF&E), civil, landscape, mechanical, electrical, plumbing, fire protection and technology aspects of the selected design option, to assist the CHA in its development of an Independent Cost Estimate at 100%
completion;

i. Prepare Construction Cost Estimates in accordance with the provisions set forth in this Agreement, if required;

j. Submit design development documents at 100% completion to the CHA for review;

k. Review and comment on the Independent Cost Estimate prepared by the CHA and make recommendations for potential cost reduction strategies;

l. Attend meetings with working group committees that will be established by the CHA, to represent the local community needs and interests;

m. Make such changes and revisions in the Design Development Documents and provide such drawings, reproductions and supporting data as necessary to meet the requirements of the CHA; and

n. Provide the required documents described in this Section based on the mutually-agreed upon program, schedule, and budget for full cost of the Work, which shall establish the complete design of the Project illustrating the scale and relationship of the Project components.

v. Design Development Required Documents

In this Phase, the A/E shall prepare all reasonably required documents, including, but not limited to, the following:

a. Updated project specific analysis of codes, ordinances and regulations;

b. Recommendations for phasing of construction;

c. Presentation boards, including renderings;

d. Plans, elevations and sections, sufficient to fix and illustrate Project scope and character in all essential design elements;

e. Narratives;

a. Specifications; and

b. Construction Cost Estimates and analyses, if required.

vi. Documents for Review

In this Phase, the A/E shall provide the Owner with copies of the Design Development Documents for review.

vii. Conclusion of Phase

The Design Development Phase will conclude upon the Owner's written approval and acceptance of the Design Development Documents.

D. Construction Documents Phase

i. Commencement of Phase
After receipt of the Owner's written approval of the Design Development Documents, the A/E shall prepare and submit the Construction Documents to the Owner.

ii. **Elements**
The Construction Documents shall include all documents listed in the Definition Section of this Agreement, together with details of all work to be performed; all material; workmanship; finishes; equipment required for the architectural, structural, mechanical, electrical and site work; survey maps furnished by the CHA and approved by A/E; and direct reproduction of any logs and subsurface soil investigations.

iii. **Compliance with Requirements**
The Plans and Specifications shall comply with all requirements and conditions of any approvals, certificates or permits given by any and all governmental authorities and agencies having jurisdiction over the design, construction, existence or use of the Project. The Plans and Specifications shall require that no materials incorporated into the Work shall contain asbestos-containing materials. Asbestos-containing materials shall mean materials containing one percent (1%) or more of asbestos by weight.

iv. **Required Activities**
In this Phase, the A/E shall undertake all reasonably required activities including, but not limited to, the following:

a. Finalize the code analysis package, including, but not limited to, the following components; occupancy classification, construction type, occupant load by area and floor, travel distances, accessibility, exit types, units and widths, plumbing fixture counts, parking requirement, fire resistance requirements;

b. Finalize approaches with the CHA for the construction phasing of the Project, if required;

c. Participate in meetings with the Owner as requested to complete the Construction Documents Phase;

d. Prepare the Construction Documents, as required, to describe the applicable disciplines including, but not limited to, architectural, structural, civil, landscape, mechanical, electrical, plumbing, fire protection and technology aspects of the selected design option, to assist the CHA in its development of an Independent Cost Estimate at 60%, 90% and 100% completion;

e. Identify allowances for the cost of elements not designed;

f. Prepare Construction Cost Estimates in accordance with the provisions set forth in this Agreement, if required;

g. Submit the Construction Documents at 60%, 90% and 100% completion to the CHA for review;

h. Review and comment on the Independent Cost Estimate prepared
by the CHA, and make recommendations for potential cost reduction strategies;

i. Coordinate, implement and expedite all Construction Document submissions for permit(s) to all required agencies, departments and bureaus. This should include, but is not limited to, preparing all required applications, coordinating all required meetings, and monitoring the progress of the permit(s) with the respective agencies, departments and bureaus. Also included should be all modifications to the Construction Documents to comply with all codes and requirements;

j. Submit Construction Documents for permits, and modify Construction Documents to comply with required City and code requirements;

k. Attend meetings with working group committees that will be established by the CHA, to represent the local community’s needs and interests;

l. Ensure all changes and revisions from previous phases are addressed and reconciled, and provide such drawings, reproductions and supporting data necessary to meet the requirements of the Owner and applicable governing agencies; and

m. Provide the required documents described in this Section based on the mutually-agreed upon program, schedule, and budget for the cost of the Work, which shall establish the constructability of the Project illustrating the scale and relationship of the Project components.

v. Required Documents
The Construction Documents shall include but shall not be limited to:

a. Recommendations for phasing of construction;
b. Presentation boards, including renderings;
c. Plans, elevations and sections, sufficient to fix and illustrate Project scope and character in all essential design elements;
d. Narratives;
e. Specifications;
f. Solicitation for Bids;
g. Form of Contract;
h. General Conditions for Construction Contracts;
i. Special Conditions; and
j. Construction Cost Estimates and analyses, if required.

vi. Documents for Review
In this Phase, the A/E shall provide the Owner with copies of the Construction Documents for review.

vii. Conclusion of Phase
The Construction Documents Phase shall conclude upon the A/E’s completion of the Construction Documents and receipt of the Owner’s written approval thereof.

E. Construction Bidding Phase

i. Commencement of Phase
After receipt of the Owner’s written approval of the Construction Documents, the A/E shall assist the Owner in administering the bidding and award of the Construction Contract.

ii. Required Activities
During this Phase, the A/E shall perform all reasonably required activities, including, but not limited to, the following:

a. Respond to Requests for Information (RFIs) including developing drawings and clarifications to be issued to potential bidders as necessary;
b. Assist in the preparation of any addenda prior to bid submission date;
c. Attend Pre-Bid Conference(s) and site visit as necessary;
d. Attend public bid opening;
e. Assist the Owner in analyzing the bids received, including analysis of CSI Division costs, Quantity Takeoffs and CPM schedules;
f. Attend pre-award conference(s), surveys; and
g. Revise drawings and/or scope as necessary to achieve construction goals and budget.

iii. Conclusion of Phase
The Bidding and Award Phase will conclude upon the Owner’s award of the Construction Contract to the Contractor.

F. Construction Administration Phase

i. Commencement of Phase
After the Owner has executed the Construction Contract, the A/E shall, in a prompt and timely manner and in accordance with the Schedule, administer the Construction Contract and all Work required by the Construction Documents.

ii. Defects and Deficiencies
During this Phase, the A/E shall use its best efforts to protect the Owner against defects and deficiencies in the execution and performance of the Work.

iii. Required Activities
During this Phase, the A/E shall perform all reasonably required activities related to administration of the Construction Contract, including, but not limited to:

a. Participate in pre-construction conference(s), when requested by the CHA;
b. Make all modifications to the Construction Documents required to obtain building permits and all other required permits and authorizations from all governmental authorities and agencies having jurisdiction over the design, construction, existence or use of the Project;
c. Assist in monitoring the progress of the Work per the critical path schedule submitted by the Contractor;
d. Make recommendations to the CHA for solutions to special problems or changes necessitated by special conditions encountered in the course of construction;
e. Attend dispute resolution conferences when requested by the CHA;
f. Attend weekly Project meetings regarding the progress of the Work as requested by the CHA and record all actions and decisions made at such job meetings in written minutes to be provided to the CHA on a weekly basis;
g. Conduct weekly site visits in order to monitor the quality and progress of the Work;
h. Require any sub-consultant providing services to the A/E to visit the Site at least twice weekly during the time that construction is occurring on the portion of the Work related to its discipline and report in writing to the A/E;
i. Submit a weekly written field report of work in progress and overall construction status;
j. Maintain photo documentation and log work in progress;
k. Receive, review, audit and comment on monthly construction progress and budget status reports from the CHA;
l. Notify the CHA in writing of any defects or deficiencies in the Work within five (5) calendar days of discovery thereof, regardless of method of discovery;
m. Notify the CHA in writing of any matter of dispute with the Contractor within five (5) calendar days of receipt of any notice of such dispute, whether verbal or written;
n. Promptly respond to requests for information (RFIs) from the Contractor no later than five (5) business days after receipt thereof and, if necessary, prepare bulletins for Contractor pricing of any potential change orders or change orders;
o. Determine the validity of Contractor’s RFI by identifying ‘frivolous’ or ‘incidental’ requests for which answers have been previously provided in drawings, sketches, notes, and/or technical specifications;
p. Review and approve the Contractor's shop drawings and other submittals for conformance to the requirements of the Construction Contract;
q. Revise drawings to correct errors, clarify intent or accommodate change orders;
r. Review all potential change orders, claims, disputes or matters in question regarding Work performed by the Contractor or its subcontractors and deliver written opinions regarding the same to the CHA within thirty (30) days after receipt of same;
s. Assist in negotiating, prepare cost or price analysis for, and countersign change orders (as directed by Owner). Cost or price analyses include, but are not limited to, Independent Cost Estimates. The Independent Cost Estimates shall include sufficient detail that will assist the Owner in comparing the A/E's estimated costs to the Contractor's cost proposal.
t. Prepare Independent Cost Estimates within five (5) calendar days of the creation of a bulletin as directed by the CHA;
u. Attend all monthly pay request and construction meetings;
v. Review, approve, and certify all of Contractor's periodic and final Requests for Payment within ten (10) days of receipt thereof;
w. Procure and oversee testing such as, but not limited to, soil analysis, pressure tests, etc., by qualified parties as necessary and as directed by CHA;
x. Prepare a written punch list for all deficient and incomplete contract work items per the requirements of the Construction Contract;
y. Issue a Certificate of Substantial Completion when the Contract work has been reviewed and found to be sufficiently complete and ready for occupancy;
z. Review all Work following Contractor's completion of punch list and determine whether final acceptance is appropriate; and
aa. Prepare a written certificate stating that all punch list items have been satisfactorily completed.

iv. Conclusion of Phase
The Construction Administration Phase will conclude upon the Owner's receipt and acceptance of the A/E certificate stating that all punch list items have been satisfactorily completed and the Owner's delivery of a written statement accepting the Work in place, and issuance of a Certificate of Substantial Completion.

G. Close-Out Phase

i. Commencement of Phase
After the completion of the Work and after the Owner's receipt and acceptance of the A/E's certificate stating that all punch list items have been satisfactorily completed, and the CHA's delivery of a written statement
accepting the Work in place, the A/E shall, in a prompt and timely manner and in accordance with the Schedule, review the Work with the Contractor and the CHA and perform customary completion, acceptance and close-out activities related to the Work.

ii. **Required Activities**
The A/E shall perform customary close-out activities related to the Work, including, but not limited to, the following:

a. Receive and certify that the Contractor’s bound operation and maintenance manuals comply with the Construction Contract requirements;

b. Receive and certify that the written warranties of workmanship and system operation provided by the Contractor and its sub-contractors, together with any required vendor material guarantees, are complete and in compliance with the Construction Contract requirements;

c. Receive and certify that the Contractor has secured all inspection sign-offs on the permits covering the Work;

d. Verify that all required equipment warranties and test reports are included in the Contractor’s bound operating and maintenance manuals and that they meet design requirements;

e. Assemble an album of annotated photograph records showing the progress of the Work through final acceptance, to be submitted in a hard copy printed album and on CD/DVD in a format acceptable to the Owner;

f. Prepare and submit electronic and hard copy Record Drawings within thirty (30) calendar days after the commencement of the Close-Out Phase;

g. Comply with all other terms and conditions of the Owner’s printed close-out instructions as contained in the Contractor’s Construction Contract; and

h. Conduct a Lessons Learned Meeting with the CHA and Contractor and develop a Lessons Learned Report for use on future projects.

iii. **Conclusion of Phase**
The Close-Out Phase will conclude upon the Owner’s receipt and acceptance of all manuals, warranties, guarantees and other close-out materials and issuance and execution of the Certificate of Acceptance.

H. **Post Completion/Warranty Phase**

i. **Commencement of Phase**
After the Owner has received and accepted all manuals, warranties, guarantees and other close-out materials and has executed the Certificate of Acceptance, the A/E shall, in a prompt and timely manner and in accordance with the Schedule, perform post-completion and warranty activities.
Required Activities
The A/E shall perform all post-completion and warranty activities as are usually and customarily performed, rendered or done by architects in connection with the construction, rehabilitation and completion of residential buildings, including, but not limited to, the following:

a. Advise and assist the Owner in construction matters for a period of twelve (12) months after completion of the Project, provided, however, that such assistance is not to exceed forty (40) hours of service and one (1) non-warranty trip away from the place of business of the A/E.

b. Perform an inspection of construction work, material, systems and equipment no earlier than nine (9) months and no later than ten (10) months after completion of the Construction Contract and make a written report to the Owner;

c. Consult with and make recommendations to the CHA regarding all equipment and warranties;

d. Upon receipt of a written request from the Owner, and following Owner approval of a proposal for Additional Services and execution of an amendment to this Agreement pursuant to the Additional Services section hereof, conduct additional warranty inspections and prepare reports regarding such inspections; and

e. Complete a warranty inspection report pursuant to HUD requirements in both hard copy and electronic formats; and

f. Finalize the Lessons Learned Report.

Conclusion of Phase
The Post Completion/Warranty Phase will conclude upon the later of the expiration of such twelve (12) month period or conclusion of any Additional Services provided pursuant to any amendments entered into pursuant to the Agreement.

4. Deliverables

A. Generally

In connection with its performance of the Services, the A/E shall prepare and/or provide the Deliverables to the Owner at the time designated herein, or at such other time as the Owner shall designate in writing. The A/E shall prepare certain Deliverables that include, but are not limited to, documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy, electronic media as required by Owner or in any other form and as further described herein (hereinafter, collectively “Deliverables”). The Owner reserves the right to reject any or all Deliverables which, in the reasonable judgment of the Owner or Owner’s Representative, are incomplete or do not meet the required
standard of performance. The Owner will notify the A/E in writing of any deficiencies the Owner identifies with respect to a Deliverable within thirty (30) days of receipt of such Deliverable, and the A/E shall have a period of not more than thirty (30) days to correct any deficiency so noticed by the Owner.

B. Owner’s Acceptance

The Owner may, in its sole and absolute discretion, accept a partial or incomplete Deliverable from the A/E for review, but such acceptance shall not constitute a waiver of the Owner’s right to insist upon completion and/or correction of such Deliverable.

C. Format of Architect/Engineer Deliverables

i. The Deliverables may include reports, spreadsheets, schedules, sketches, photographs, presentations and illustrations with descriptive graphics as required, models, drawings, construction Plans and Specifications, construction administration records or reports, surveys, inspections, recommendations and due diligence documents, both electronic and hard copies.

ii. The A/E shall provide the Deliverables in electronic and “hard-copy” formats as follows:

a. Documents
   1. Electronic
      • Native file (i.e. word, excel etc.)
      • pdf
   2. Hard-Copy: Quantity to be determined by the CHA Project Manager.

b. AutoCAD Drawings:
   1. Electronic
      • dwf
      • pdf
   2. Hard-Copy: Quantity to be determined by the CHA Project Manager.

iii. Before the Deliverables are provided in electronic format, the A/E must perform the following procedures:

a. Remove all extraneous graphics outside the border area and set active parameters to standard setting or those in the seed file.

b. Assure all reference files are attached without device or directory specifications.
c. Compress and reduce all design files using the appropriate utilities (note: a digital media copy of the decompression utility will be provided with the deliverable if appropriate. (e.g. PKUNZIP)).

d. Include all files, graphic and non-graphic required for the Project.

e. Assure that none of the files are device and directory dependent.

f. Document all non-standard fonts.

g. 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.

h. Upon request, the A/E shall supply the Owner with a copy of the actual software used for virus checking and removal.

iv. The A/E shall maintain firm capability to collaborate with the CHA, the CHA’s other consultants, and the Contractor electronically via e-Build®©, which has been previously selected by the CHA for project management. The A/E must maintain a minimum of two (2) employees at all times during business hours, assigned to the Project, who are able to collaborate with the CHA, its consultants and the Contractor during all phases of the Project via e-Build®©.

The A/E shall maintain adequate Information Technology systems to support the utilization of e-Build as the CHA’s web-based project management system.

D. Accounting Statements

The A/E shall submit separate statements for costs incurred on the Project for each separate building within the Site, if applicable, (noting each CHA building designation number).

5. Time of Performance

The A/E schedule for preparing, delivering and obtaining the Owner’s approval for Basic Services is set forth on Exhibit B attached hereto and incorporated herein. This is a firm, fixed-price, fixed-service Agreement which requires all described Basic Services to be performed for the Total Contract Price. The Owner reserves the right to revise all or part of the schedule for completion of all or part of the activities due to the Owner’s or the general contractor’s failure to comply with that schedule, or otherwise, and shall provide written notice of such schedule changes to the A/E. The A/E shall not be entitled to additional compensation for any such schedule revisions. CHA, at its option, may elect to suspend any services required hereunder until such time as CHA is ready to commence construction. In the event that such services are suspended for a period in excess of thirty (30) days, A/E shall advise CHA if further assessment of the Project and/or updates are required to any of the Construction Documents, due to the passage of time.

6. Performance Standards
The A/E shall perform all Services required under this Agreement 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 under this Agreement. The A/E shall at all times assure quality, timeliness, efficiency and creativity in rendering and completing the Services. The A/E agrees that performance of the Services in a satisfactory manner shall include timely response to the Owner’s requests and understands that time is of the essence in this Agreement. Accordingly, the A/E shall return all telephone calls and respond to all electronic mail on a timely basis but in no event shall such response take more than one (1) business day.

The A/E shall, without additional compensation, prepare addenda and bulletins required to correct or clarify errors, omissions or ambiguities. The CHA reserves the right to recover, from the Architect, damages incurred by the CHA resulting from errors or omissions in the construction documents prepared by the A/E.

7. The A/E Additional Services

A. Description of Additional Services

Additional Services are all those services provided by the A/E on the Project that are not defined as Basic Services herein. Additional Services include, among other things:

i. Major revisions in the scope of work described and depicted in previously approved drawings, Plans, Specifications and other documents due to causes beyond the control of the A/E and not due to any errors, omissions, or failures on the part of the A/E to carry out obligations otherwise set out in this Agreement, or not otherwise required of the A/E under other provisions of this Agreement;

ii. An increase in the duration of the Construction Administration Phase due to an extension of the anticipated construction schedule more than sixty (60) days, due to causes beyond the control of the A/E and not due to any errors, omissions, or failures on the part of the A/E; and

iii. Participation on the Capital Construction Department’s Standards Committee.

B. Claims for Additional Costs

In the event that Additional Services are discovered to be necessary or are requested by the Owner, the A/E must submit a proposal on a form approved by the Owner for the Additional Services within seven (7) calendar days of said discovery or request. Upon receipt of written approval, the A/E shall proceed to complete the Additional Services. Without said written approval, the A/E shall
not be allowed any additional costs. In any event, the A/E may not make any claims against CHA for equitable adjustments, additional costs, direct or indirect, or fees after completion of the Project.

C. Written Addendum or Amendment

The A/E shall perform all Additional Services requested by the Owner pursuant to this Agreement, provided that the parties shall agree to a description of such Additional Services and the terms of performance of said Additional Services in an amendment to the Agreement prior to the performance of such Additional Services. The Owner shall not be responsible for or obligated to pay the A/E for any Additional Services provided by the A/E unless such Additional Services are so authorized in writing in accordance with Article G(5). In any event the A/E may not make any claims against the Owner for equitable adjustments; additional costs, direct or indirect; or fees after completion of the Services.

ARTICLE C: COMPENSATION AND PAYMENT

1. Fixed Fee Amount for Basic Services

A. Fixed Fee Amount for Basic Services

The Owner will pay the A/E for Basic Services the Fixed Fee (stipulated sum) of Nine Hundred Sixteen Thousand, Two-Hundred Thirty Five and 00/100 Dollars ($916,235.00), inclusive of Reimbursable Expenses the (“Total Contract Price”). Such payment shall be compensation for all Basic Services required, performed, or accepted under this Agreement.

B. Schedule of Payment for Basic Services

For the Basic Services provided in accordance with the provisions herein, the Owner shall make Progress Payments. Progress Payments, as defined below, for this Agreement shall not exceed the maximum Total Contract Price. The A/E’s Services may be implemented in phases; therefore, the Owner shall make Progress Payments in accordance with the phasing of the design and construction of the Project. The amount of each Progress Payment will be calculated as set forth below. The A/E will be paid each month for that portion of the Services that it has completed. For purposes of calculating such Progress Payments, the Services will be divided into four (4) main components, and the total payment (portion of the total Fixed Fee) attributable to the Services provided will be divided as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Percentage of Fixed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Fee</td>
<td>Sixty-five percent (65%) of the Fixed Fee</td>
</tr>
<tr>
<td>Construction Administration Fee</td>
<td>Twenty-five percent (25%) of the Fixed Fee</td>
</tr>
<tr>
<td>Project Closeout Fee</td>
<td>Nine percent (9%) of the Fixed Fee</td>
</tr>
<tr>
<td>Post Completion/Warranty Fee</td>
<td>One percent (1%) of the Fixed Fee</td>
</tr>
</tbody>
</table>

The Owner shall make such Progress Payments as follows:
Design Fee Payments: will be made on a monthly basis and will be based on the percentage of design documents complete. The A/E can bill the Owner for the percentage of the Design Fee indicated in the parentheses when the following documents are complete: Pre-Design Documents (10%), Schematic Design Documents (15%), Design Development Documents (25%), Construction Documents (40%) and Construction Bidding Documents (10%).

Construction Administration Fee Payments: will be made on a monthly basis and will be based on the percentage of the Work completed. The percentage of the Work completed will be computed by the amount paid to date to the Contractor, divided by the total Construction Contract value.

Project Closeout Fee Payment: will be a lump sum payment made when all Deliverables and documentation are received from the A/E and accepted by the Owner.

Post Completion Fee Payment: will be a lump sum payment made upon the later of the expiration of the eighteen (18) month post completion/warranty period or conclusion of any Additional Services provided pursuant to any amendment of this Agreement.

2. Payment for Additional Services

The Owner will pay the A/E for Additional Services agreed to in a proposal on a form approved by the Owner executed by the Owner’s Contracting Officer, or designee, and the A/E pursuant to Article B(7)(B) above. Payment for all such Additional Services shall be in an amount and upon the terms set out in such proposal and agreed upon by the parties. Each such proposal shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a maximum amount. Each such proposal shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in a lump sum and whether it will be based upon a percentage of completion of services billed.

3. Invoicing and Payments

A. Invoices

All payments to the A/E, in the manner hereinafter provided, shall be based upon the percentage of the Services complete for the period in question (herein referred to as a “Progress Payment”). The A/E shall, by the fifth (5th) working day of each calendar month beginning with the second month after commencement of the Project, furnish to the Owner an itemized application for Progress Payment (herein referred to as an “Application for Payment”) supported by such data substantiating the A/E’s right to payment as the Owner may require, through the last day of the preceding calendar month. The Application for Payment shall include, but shall not be limited to, identification of the Phase of the Project, a
description of the Basic Services performed and completed and the dates of completion, an itemization of the Reimbursable Expenses, details of the Additional Services performed, if any, the name of the A/E, and the address to which payment should be sent. All invoices shall be submitted to the Owner’s Accounts Payable Department, 60 E. Van Buren Street, 11th Floor, Chicago, Illinois 60605.

B. **Time of Payment**

Upon the A/E’s proper submission of the Application for Payment, the Owner shall review the Application for Payment and, if the A/E has performed the Services in conformance with the terms of the Agreement and provided all required documentation for the Application for Payment, make payment within sixty (60) days of the Owner’s receipt and acceptance of the Application for Payment.

C. **Support of Applications for Payment**

Each Application for Payment shall be supported by the following documentation on forms to be supplied by the Owner:

i. Lien waiver waiving any lien rights against the Project, the Work, Site and any monies payable to the A/E for the entire amount covered by said Application for Payment.

ii. Certificates, statements and affidavits showing that portion of the Services covered by said Application for Payment has been done and material delivered free of liens.

iii. Submittal letter, including, without limitation, a billing summary.

iv. Sub-consultants’ trailing and final lien waivers covering all payments received by any sub-consultants of the A/E.

v. Detail of any Reimbursable Expenses, with copies of actual receipts/invoices.

vi. Such other documents in form, scope and substance as the Owner shall require.

4. **Availability of Funds/Non- Appropriation**

The Funding for the Project described in this Agreement is subject to: (a) availability of federal funds from HUD; (b) the approval of funding by the Owner’s Board of Commissioners; and (c) the A/E’s satisfactory performance of the Services. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner for payments to be made under this Agreement, then the Owner will notify the A/E of such occurrence and this Agreement shall terminate on the earlier of the
last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

ARTICLE D: OWNER'S RESPONSIBILITIES

1. Information

The Owner shall provide information regarding requirements for the Project, including setting forth the Owner's objectives and schedule. This shall include the Owner's giving notice of work to be performed by the Owner or others not included in the Construction Contract for the Project. The Owner shall also establish and update the Maximum Construction Contract Cost. The A/E, however, shall be responsible for ascertaining and knowing Federal, State, and local requirements and limitations placed on the Project.

2. Notice of Defects

If the Owner observes or otherwise becomes aware of any fault or defect in the Work or nonconformance of the Work with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the A/E.

3. Owner's Authorized Representative

The Owner shall designate a representative authorized to act on its behalf with respect to certain aspects of the Project, this Agreement and the Work. The authorized representative shall examine all documents submitted by the A/E and shall promptly render decisions about those documents so as to avoid unreasonable delays of the progress of the A/E work.

4. Duties to Furnish

The Owner will be, or may be, obligated to provide the A/E the items listed below in this Article D(4).

A. Survey and Property Restrictions

The Owner may provide the A/E with topographic, property line and utility information as and where required. The Owner may, at its election, require the A/E to furnish any of these items as an Additional Service.

B. Existing Conditions

The Owner may provide the A/E with any available "as built" or Record Drawings of the Improvements, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the A/E’s performance of its Services or the Contractor’s performance of the Work.

C. Waivers
The Owner may provide the A/E with any information it may have obtained regarding waivers of local codes, ordinances, regulations or standards affecting the design of the Project.

D. **Minimum Wage Rates**

The Owner shall provide the A/E with the schedule of minimum wage rates approved by the U.S. Secretary of Labor (if necessary for completion of Bidding and Contract documents).

E. **Tests**

When expressly agreed to in writing by both the Owner and the A/E, the Owner shall provide the A/E with all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required to be performed by an independent testing agency for design of the Project.

F. **Bidding and Contract Document Terms**

The Owner or its legal counsel may provide the A/E with required text to be incorporated into the Bidding and Contract Documents.

**ARTICLE E: CONTRACT ADMINISTRATION**

1. **Prohibition against Assignment**

The A/E shall not assign this Agreement, in whole or in part, or its interest therein, nor subcontract its obligations to perform any of the Services required to be performed hereunder, without the prior written notice to and consent of the Owner. Such consent shall not be unreasonably withheld when such assignment is for financing the A/E performance.

2. **Ownership of Documents**

All Deliverables and other materials prepared pursuant to this Agreement are and shall be the property of the Owner from the time of their conception and shall be delivered to the Owner within fifteen (15) business days following the termination or completion of the A/E Services performed or upon Owner’s request. The A/E shall have no claim for further employment or additional compensation as a result of the exercise by the Owner of its full rights of ownership of such documents. It is understood, however, that the A/E does not represent such documents to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the Deliverables or any other materials prepared pursuant to this Agreement without the A/E’s written verification, such re-use will be at the sole risk of the Owner and without liability to the A/E.

3. **Confidentiality**
The A/E agrees that all Deliverables and other documents and information prepared, assembled, received, reviewed or encountered by it pursuant to this Agreement ("Confidential Information") are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. The A/E agrees that such Confidential Information shall not be made available to any individual or organization other than the CHA, HUD, or courts of competent jurisdiction or administrative agencies, pursuant to a subpoena, without the prior written approval of the Owner. In the event the A/E is presented with a subpoena regarding any such Confidential Information which may be in the A/E’s possession by reason of this Agreement, the A/E must immediately give written notice to the CHA’s Chief Executive Officer and Chief Legal Officer with the understanding that the CHA will have the opportunity to contest such process by any means available to it before the Confidential Information is submitted to a court or other third party. The A/E, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

4. Substitutions

A. Identification of Key Employees and Sub-Consultants

The A/E’s principals, key professional level employees and sub-consultants are identified in Exhibit F, which is attached hereto and incorporated by reference herein. The A/E shall not substitute, replace, or change the level of participation in the performance of the Services of principals, professional level employees or sub-consultants without the prior written approval of the Owner, which approval shall not be unreasonably withheld, conditioned, or delayed.

B. Notice to the CHA; Approval

The A/E personnel and sub-consultants identified in Exhibit F are considered to be essential to the delivery of the Services required under this Agreement. Prior to diverting, substituting, or changing the level of participation in the performance of the Services of any of the personnel or sub-consultants identified in Exhibit F, the A/E shall give the Owner advance written notice of its intent to divert, substitute, or change the level of participation in the Services of such personnel or sub-consultants, together with a justification of such decision, and proposed substitutions in sufficient detail to permit evaluation of the impact on the Services provided pursuant to this Agreement. Upon receipt of the Owner’s written approval, the A/E may substitute such essential personnel.

5. Suspension

CHA may give written notice to the A/E to suspend work on the Project, or any part thereof, at any time during the performance of the Services under this Agreement. The CHA shall not be obligated to consider a claim for additional compensation if the A/E is given written notice to resume work within one hundred twenty (120) calendar days after receipt of the written notice of suspension. If the CHA does not deliver such written notice to resume
work to the A/E within such time period, the A/E shall be entitled to an equitable adjustment in compensation but shall not be entitled to terminate this Agreement.

6. **Subcontracts**
The A/E will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

7. **Disputes**
In the event of a dispute arising under this Agreement, the A/E shall notify the Owner’s Contracting Officer in writing within thirty (30) calendar days of the first knowledge or observation of the injury, damage, or incident that is the basis of such dispute and shall submit a detailed claim setting forth the nature of the dispute and the relief sought. The Owner shall respond to the claim in writing within thirty (30) calendar days of receipt thereof. The A/E shall continue to perform all Services under this Agreement during resolution of any such dispute in accordance with the terms of this Agreement and the instructions of the Owner; provided, however, that such compliance shall not constitute a waiver of the A/E’s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by agreement of the Owner and A/E, through other dispute resolution methods.

8. **Termination for Default; Cure; Termination for Convenience; Right of Offset**

A. **Termination for Default**

The Owner may, upon written notice to the A/E given in accordance with the notice provisions in Article G (9) below, without prejudice to any other rights or remedies of the Owner, terminate the A/E’s right to proceed with the Services or terminate this Agreement in its entirety, for default, if one or more of the following defaulting events (each, a “Defaulting Event”) occurs:

i. The A/E makes any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, to the Owner;

ii. The A/E files for, or is forced by creditors into a suit for, bankruptcy or any other action in insolvency;

iii. The A/E makes a general assignment for the benefit of its creditors;

iv. A trustee is appointed for the A/E on account of its insolvency;

v. The A/E fails to maintain and/or renew insurance coverages and bonds required under this Agreement;

vi. The A/E fails to pay sub-consultants within ten (10) days after receipt of payment from the Owner for such expenses or invoices;
vii. The A/E suspends diligent prosecution of the Project or abandons the Project for ten (10) or more days;

viii. The A/E does not prevent the imposition of liens on the Project, within the reasonable control of the A/E;

ix. The A/E makes any material misrepresentation of the representations and certifications it is required to make pursuant to this Agreement, whether intentional or not;

x. A loss time injury or death occurs in which an OSHA penalty is assessed under any circumstances caused by the A/E or for which the A/E is responsible;

xi. The A/E violates or is in material breach of any provision of this Agreement, including, but not limited to, the provisions concerning compliance with federal, state and local laws and regulations, including, but not limited to, HUD regulations and all insurance and nondiscrimination requirements;

xii. Kickbacks of employee wages, subcontractor, consultant or vendor payments or any other payment to the A/E, or its respective principals, superintendents, or employees occur; or

xiii. The A/E or its sub-consultants fail to pay prevailing wages or Davis-Bacon wages (if applicable), inaccurately certify payrolls, or miscategorize an employee’s job classification.

xiv. The A/E acts or fails or to act in a manner which is expressly stated in this Agreement as constituting a Defaulting Event and/or as giving the Owner the right to terminate this Agreement.

B. Cure; Owner’s Election: Remedies Cumulative

i. In the event the Owner delivers such notice of termination for default to the A/E, the A/E will have thirty (30) days to cure such default to the satisfaction of the Contracting Officer of the Owner. The determination of the Owner’s Contracting Officer shall be final with respect to whether such cure was satisfactory and complete.

ii. In the event the Owner’s determination regarding a termination for default is reversed or found to be a wrongful termination on appeal, in alternative dispute resolution, or in a court of law, the termination for default shall become a termination for convenience and the A/E’s exclusive remedy shall be those provided with respect to a termination for convenience.
iii. In the event the Owner terminates this Agreement for default, the Owner may take over the performance of the Project and execute it to completion, by contract or otherwise, and the A/E and its insurers shall be liable for any excess cost occasioned to the Owner. In any such case, the Owner may take possession of and use any of the A/E materials, equipment and/or drawings, Plans and Specifications, or other work product as may be necessary to properly complete the Project, if it is determined that delay in completion of the performance thereof, whether or not for reasons beyond the control of the A/E or any of its sub-consultants, is detrimental to the interests of the Owner.

iv. If a Defaulting Event occurs, as enumerated in Article E(8)(A) above, if the Owner considers it to be in its best interest, it may elect not to declare a default of this Agreement or terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Owner and that if the Owner permits the A/E to continue to provide the Services, despite one or more Defaulting Events, the A/E shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the Owner waive or relinquish any of its rights hereunder.

v. The Owner’s right to terminate this Agreement is not intended to be exclusive of any other remedies provided, but each and every remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. The Owner shall not be prohibited from pursuing such right to terminate this Agreement, regardless of the Owner’s delay in, or failure to exercise any right that accrues upon a Defaulting Event, or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient, at the sole discretion of the Owner.

C. Termination for Convenience

The Owner may, upon written notice to the A/E in accordance with the notice provisions in Article G(9) below, without prejudice to any other rights or remedies of the Owner, terminate the A/E’s right to proceed with the Project for convenience if:

i. A Defaulting Event occurs;

ii. The A/E is terminated for default on any other contract with the Owner;

iii. The A/E is debarred from any other Federal, State of Illinois, or City of Chicago procurement activity or contract during the term of this Agreement;
iv. The A/E or any of its principals owning more than five percent (5%) of the A/E is charged with criminal conduct for which there may be a felony conviction;

v. The A/E fails to obtain in a timely manner, maintain, continuously renew, or lacks any license, permit or registration required from the City of Chicago, County of Cook, or the State of Illinois;

vi. A strike, which was not provoked by the A/E or its sub-consultants, gang warfare, civil insurrection or riot causes the Project to be suspended in whole or significant part for ten (10) days or more;

vii. The A/E fails to maintain a “drug free” workplace; or

viii. The A/E fails to provide accurate and timely reports, to update the Owner on the progress of the Project, or to communicate with the Owner as requested;

ix. Any other reason by which Owner no longer deems it in the Owner’s best interest to continue with this Agreement.

D. Choice of Termination Provisions

It is the Owner’s exclusive right to determine use of the termination for default or termination for convenience provision of this Agreement.

E. Right to Offset

In the event the A/E is in default under this Agreement, the Owner shall have the right to offset any amounts due to the Owner as the result of any such default against any amounts owed by the Owner to the A/E for Services rendered pursuant to this Agreement.

9. A/E’s Termination Claims

A. Right of Termination

The Owner may terminate this Agreement, in whole or in part, pursuant to the provisions in Article E(8) above. Any such termination shall be effected by delivery to the A/E of a Notice of Termination specifying the extent to which performance of Services under this Agreement is terminated and the effective date of such termination.

B. Termination Claim
Upon termination of this Agreement Order pursuant to Article E(8)(C), the A/E’s claim shall be limited to the sum of the following:

i. Payment for Services, not theretofore paid, completed in compliance with this Agreement through the date of the Notice of Termination; and

ii. The cost of settling or otherwise liquidating any claims arising out of the termination of any subcontracts or orders for materials and the costs of performing those actions required under Subparagraph E(9)(C)(iii) below.

In arriving at the amount due the A/E under this Article E(9)(B), there shall be deducted (i) all unliquidated advances or other payments on account previously made to the A/E, applicable to the terminated portion of this Agreement, if any; (ii) any claim which the Owner, directly or indirectly, may have against the A/E in connection with this Agreement, including, without limitation, claims arising as a result of any violation of any provision of this Agreement; and (iii) any other matter to be reconciled between the parties.

C. The A/E’s Responsibility upon Termination

After receipt of a Notice of Termination, and except as otherwise directed by the Owner in the Notice of Termination, the A/E shall:

i. Stop work under this Agreement immediately upon receipt of the Notice of Termination;

ii. Place no further orders for materials or supplies or subcontract for materials, services, or facilities;

iii. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination immediately upon receipt of the Notice of Termination;

iv. Within five (5) days after A/E’s receipt of the Notice of Termination, assign to the Owner, in the manner, at the times, and to the extent directed by the Owner, all of the rights, title, and interest of the A/E under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and/or subcontracts.

v. Subject to Subparagraph E(9)(C)(iv) above, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval of the Owner within ten (10) days after receipt of the Notice of Termination;

vi. Within five (5) days after receipt of the Notice of Termination, transfer title and deliver to the Owner, as directed by the Owner: (i) the completed or
partially completed Plans and Specifications, as applicable; (ii) all information, reports, papers and other materials accumulated or generated in performing this Agreement, whether completed or in process; and (iii) all other Deliverables in the A/E’s possession.

vii. Complete performance of such portion of the Services as shall not have been terminated by the Notice of Termination within the time period specified on the Schedule or in such Notice of Termination.

viii. Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of any of the Deliverables in the possession of the A/E or any of the A/E’s sub-consultants.

10. Insurance

A. Coverage Generally

The A/E shall not commence any work related to the Project until it procures and provides evidence of all insurance required to be obtained under this Agreement. Further, the A/E will not permit any subcontractor to commence work on the Project until such subcontractor has complied with the insurance requirements set forth herein.

B. Period of Coverage

The A/E agrees to procure and maintain at all times during the term of the Agreement the types of insurance specified below in order to protect the Owner from the acts, omissions and negligence of the A/E, its officers, officials, subcontractors, joint venture parties, partners, agents, licensees, invitees or employees. The A/E shall maintain coverage for the duration of the Agreement. Any extended reporting period premium (tail coverage) shall be paid by the A/E.

C. Insurance Carriers

The insurance carriers used by the A/E must be authorized to conduct business in the State of Illinois and shall have an A.M. BEST Rating of not less than an “A-VII”.

D. Required Insurance Coverage

The A/E shall provide insurance to cover all operations under the Agreement, whether performed by the A/E or by its sub-consultants, joint venture partners, agents, officers, or employees. Coverage shall include, but shall not be limited to, the following:

i. Workers Compensation and Occupational Disease Insurance
Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer’s Liability, Coverage B, in an amount of not less than $500,000/$500,000/$500,000.

ii. Commercial General Liability Insurance

Commercial General Liability Insurance will be written in an amount of not less than $1,000,000 per occurrence with an Aggregate of not less than $2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations and Personal and Advertising Injury, and shall also cover injury to A/E’s agents, subcontractors, invitees and guests and their personal property, as well as injury to the Developer’s and/or Owner’s and General Contractor’s respective officers, employees, agents, sub-consultants, invitees and guests, and their personal property. The Owner is to be endorsed as an additional insured on the A/E’s policy, and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Owner.

iii. Automobile Liability Insurance

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the A/E shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence CSL, for bodily injury and property damage. The Owner is to be endorsed as an additional insured on the A/E’s policy, and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Owner.

iv. Professional Liability (Errors and Omissions)

Professional Liability insurance covering negligent acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars ($2,000,000) per occurrence. Coverage extensions shall include Blanket Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under this Agreement. A claims made policy which is not renewed or replaced must have an extended reporting period (i.e. tail coverage) of two (2) years.

v. Excess Liability

When applicable coverage limits are not met by the primary insurance layers, Umbrella Liability coverage is to follow the form of the primary insurance requirements outlined above and shall be provided in an amount not less than the amount deficient in the primary layer.
vi. **Certificates of Insurance**

Prior to the commencement of any work on the Project, the A/E, and any and all approved sub-consultants of the A/E, shall furnish the Owner's Department of Procurement and Contracts, 60 East Van Buren St., 13th Fl., Chicago, Illinois 60605, original Certificates of Insurance or other satisfactory evidence (subject to approval of the Owner) that it, and its approved sub-consultants, have the required insurance coverage set forth above, and that said insurance coverage is effective as of, or before, the effective date of the Agreement. An ACORD form, properly completed, is adequate proof of insurance. The Owner, its respective Commissioners, board members, officers, directors, agents, employees, vendors, invitees, and visitors shall be named as additional insureds on all of the A/E required insurance policies except professional liability and shall be properly and accurately shown on the A/E ACORD form. Such insurance shall be endorsed as primary and non-contributory with any other insurance available to the Owner, its respective Commissioners, board members, officers, directors, agents, employees, vendors, invitees and visitors. The Owner shall be named as loss payee on all property insurance.

**MUST BE INCLUDED ON ALL CERTIFICATES:**

a. Certificate Holder: Chicago Housing Authority, 60 E. Van Buren, Chicago, IL 60605

b. Solicitation number or Contract number and/or the title of the Project or Service

**THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE A/E COMMENCING WORK.**

vi. **Renewals**

The Owner's Department of Risk Management must receive renewal certificates of insurance, or such similar evidence of coverage, prior to the expiration or renewal date of existing insurance coverage during the term of this Agreement or extensions thereof. The receipt of any certificate does not constitute agreement by the Owner that the insurance requirements in this Agreement have been fully satisfied or that the insurance policies indicated on the certificate are in compliance with the requirements of this Agreement. The insurance policies shall provide for thirty (30) days' written notice to be given to the Owner in the event that coverage will not be renewed or in the event coverage is substantially changed or canceled.

vii. **Insurance on Claims Made Basis and Tail Coverage**
If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the certificate of insurance shall state that the coverage is “claims made” and also the retroactive date. The A/E shall provide to the Owner, annually, a certified copy of the insurance policies obtained pursuant hereto. The A/E shall maintain continuous coverage for the duration of this Agreement, plus a period of two (2) years following the completion date of the Project (i.e. tail coverage). Any extended reporting period premiums shall be paid directly by the A/E. Further, the A/E shall provide the Owner with written notice not less than thirty (30) days prior to the occurrence of any of the following conditions:

a. Aggregate erosion of coverage in advance of the retroactive date;
b. Cancellation of the policy; and/or
c. Non-renewal of the policy.

viii. Owner’s Insurance

The A/E expressly understands and agrees that any insurance or self-insurance programs maintained by the Owner shall apply in excess of and will not contribute with insurance provided by the A/E under this Agreement.

ix. Subcontractor’s or Consultant’s Insurance

The A/E shall require all approved sub-consultants to carry the insurance required herein, or the A/E may provide the coverage for any or all of is approved sub-consultants. Evidence of such coverage must be submitted to the Owner as required above.

x. Limitation of Liability

It is expressly agreed that the insurance policies required pursuant to this Agreement do not act as limitations of liability of the A/E, its joint venture partners, parent companies, subsidiaries, affiliates, or sub-consultants.

xi. Noncompliance

At Owner’s option, non-compliance with the insurance requirements of this Article E(10) will result in (1) all payments due the A/E being withheld until the A/E has complied with the Agreement; or (2) this Agreement may be terminated for default.

xii. Other Insurance Requirements
Owner reserves the right to modify these requirements or increase limits based on changes to the Scope of Work. Modifications will be determined upon review by Owner’s Risk Management Department.

When any pollution or environmental exposure is performed in connection with the Agreement, the applicable pollution liability insurance will be required. Pollution liability insurance covering any bodily injury or property damage liability, arising out of pollutants including hazardous materials such as asbestos, lead, contaminated soil, etc. including while in transit to a permanent disposal facility which may arise from activities under or incidental to the Agreement will be required.

11. **Indemnification; Owner’s Defense; Hold Harmless**

A. **Indemnification**

To the fullest extent permitted by law, the A/E agrees to indemnify the Owner, its respective Commissioners, board members, officers, directors, agents, employees and vendors for any and all physical or non-physical injury to any person, including loss of human life and/or damage to property, arising from the Services performed or to be performed under this Agreement, including Additional Services, to the extent caused by A/E’s negligence, willful misconduct, errors or omissions. The A/E’s indemnification obligations arising hereunder include, without limitation, any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including reasonable costs of investigation, reasonable attorneys’ fees and other legal expenses) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action (collectively, “Claims”), including the enforcement of this indemnification provision. The indemnities contained herein shall survive the termination of the Agreement.

B. **Hold Harmless**

The A/E shall be responsible for any and all physical or non-physical injury to any person, including loss of human life and/or damage to property arising from the Services, including Additional Services, performed or to be performed under this Agreement, and shall hold the Owner, its respective Commissioners, board members, officers, directors, agents, employees, vendors, invitees and visitors harmless from any and all loss or damage from such injury, damage or death, to the extent caused by A/E’s negligence, willful misconduct, errors, or omissions.

C. **Owner’s Defense**

The A/E further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims included in this indemnification provision at its sole expense, and agrees to bear all other costs and expenses related thereto,
even if the Claims are considered groundless, false or fraudulent. The Owner shall have the right, at its option and at the A/E’s expense, to participate in the defense of any suit, without relieving the A/E of any of its obligations under this indemnity provision. The A/E expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the Owner free and harmless are separate from and not limited by the A/E’s responsibility to obtain, procure and maintain insurance pursuant to this Agreement.

12. Retention of Rights

Neither the Owner’s review, approval or acceptance of the Services required under this Agreement, nor the Owner’s payment for such Services, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the A/E’s performance or failure of performance under this Agreement, and the A/E shall be and remain liable to the Owner in accordance with the applicable laws for all damages to the Owner caused by the A/E’s negligent performance of any of the Services furnished under this Agreement. This Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or the A/E by law.

ARTICLE F: ADDITIONAL REQUIREMENTS

1. Contract Adjustments

Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated in the federal regulations at 48 CFR Subpart 31.2 and conform to the contract pricing provisions of 2 CFR 200.323.

2. Cost Analysis for Additional Services

The Owner shall perform a cost or price analysis, as required by federal regulations [2 CFR 200.323], prior to the issuance of an amendment for Additional Services. Such Additional Services shall be within the general Scope of Services of this Agreement. The A/E shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

3. Restrictive Plans and Specifications

In accordance with 2 CFR 200.319(c)(1) and contract agreements between the Owner and HUD, the A/E shall not require the use of materials, products, or services that unduly restrict competition.

4. Design Certification

Where the Owner is required by federal regulations to provide HUD an A/E certification regarding the design of the Project, the A/E shall provide such a certification to the Owner.
5. **Retention and Inspection of Records**

Pursuant to federal regulations [2 CFR 200.333 and 2 CFR 200.336], the A/E shall grant the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the A/E which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three (3) years after the Owner or the A/E and other sub-consultants, as applicable, make final payments and all other pending matters are closed.

6. **Copyrights and Rights in Data**

Currently HUD regulations pertaining to copyrights or rights in data do not apply to contracts with architects and engineers. However, Article 45 of the General Conditions to the Contract for Construction (HUD Form 5370-A), typically used by the Owner for all construction projects over $100,000.00, requires that contractors pay all royalties and license fees. Accordingly, all Plans and Specifications prepared by the A/E pursuant to this Agreement must identify any applicable patents to enable the Contractor to fulfill the requirements of the Construction Contract and the General Conditions thereof.

7. **Conflicts of Interest**

Pursuant to federal regulations [2 CFR 200.318, 2 CFR 200.319] and agreements between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in the selection of a contractor, or in the award or administration of a contract supported by Federal funds, if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

A. The employee, officer or agent;

B. Any member of his or her immediate family;

C. His or her partner; and/or

D. An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Owner’s officers, employees or agents may not solicit or accept gratuities, favors or anything of monetary value from the A/E or the A/E’s sub-consultants, or parties to any other sub-agreements with such parties. The Owner may set minimum standards of conduct where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Owner’s officers, employees, or agents or by the A/E or its agents. The Owner may, within regulation, provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor the A/E, nor any
of their sub-consultants shall enter into any contract, subcontract, or agreement, in connection with the Project in which any member, officer, or employee of the Owner, the A/E, or any of their sub-consultants, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one (1) year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, the A/E, or any of their sub-consultants, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection; provided, however, that any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the Project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

8. Interest of Members of Congress

Pursuant to the agreement between the Owner and HUD, no member of, or delegate to, the Congress of the United States of America and no Resident Commissioner shall be permitted to share any part of, or derive any benefit from, this Agreement.

9. Limitation of Payments to Influence Certain Federal Transactions

The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the A/E, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10. Section 3 and MBE/WBE/DBE Participation and Requirements

A. Section 3 – Compliance
The CHA has determined that the contract awarded under this solicitation 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.

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 contract 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 Section 3 Utilization Plan, 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 Plan 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 Section 3 Utilization Plan is attached hereto as Exhibit C 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 Utilization Plan, which is attached hereto as Exhibit C and incorporated by reference herein, 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 subcontracts, and sub-grants of amounts in excess of One Hundred Thousand and 0/100 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 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 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**


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 subcontractors 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 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 H 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 G: 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.

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

No changes, amendments, modifications, or discharge of this Agreement or any part thereof, 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 amendment 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:

Koo LLC  
53 West Jackson Boulevard  
Suite 215  
Chicago, IL 60604

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
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. Bebly
Chief Legal Officer

KOO LLC

By: [Signature]
Print Name: [Signature]
Title: Principal
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.

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