CONTRACT NO. 11420

INDEFINITE QUANTITY INDEFINITE DELIVERY ENVIRONMENTAL CONSULTING SERVICES MASTER AGREEMENT

BETWEEN

THE CHICAGO HOUSING AUTHORITY

AND

CARNOW CONIBEAR & ASSOCIATES, LTD.

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CONTRACT NO. 11420

This **INDEFINITE QUANTITY INDEFINITE DELIVERY ENVIRONMENTAL CONSULTING SERVICES MASTER AGREEMENT** ("Master Agreement" or "Agreement") is made as of this 1st day of April 2014 between the **CHICAGO HOUSING AUTHORITY**, a municipal corporation of the City of Chicago, State of Illinois (hereinafter, the "**CHA**"), with its offices located at 60 E. Van Buren St., Chicago, Illinois 60605 and **CARNOW CONIBEAR & ASSOCIATES, LTD.** (hereinafter, the "**Consultant**") an Illinois corporation lawfully authorized to do business in Illinois, with offices located at 600 West Van Buren St., Suite 500, Chicago, IL 60607.

RECITALS

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

WHEREAS, the CHA desires the services of full service professional environmental consulting services firms to serve as environmental consultants ("ECs") to the CHA as it undertakes redevelopment, capital construction, property acquisition, rehabilitation and modernization activities in conjunction with its Capital Improvement Program and CHA's Plan Forward. ; and

WHEREAS, the CHA issued Request for Proposal No. 13-01207 (the "RFP") on or about October 17, 2013 to solicit multiple environmental consultants to provide environhmental consulting services ("ECS") through the use of this Master Agreement; and

WHEREAS, the Consultant, in response to the RFP, submitted its proposal on or about November 12, 2013 representing and warranting that it is highly qualified and competent to provide the required ECS for each CHA Project and has the necessary expertise and capacity to complete any ECS assigned to it by Task Order in accordance with this Master Agreement;

WHEREAS, the Consultant agrees to the terms and conditions of this Agreement which will govern future Projects and Task Orders that may be assigned to the Consultant under this Master Agreement; and

WHEREAS, the CHA will, from time to time, formally request that the Consultant respond to Request(s) for Services ("RFS") and make proposals in various forms (each a "Proposal", collectively "Proposals") in response to such RFS; and

WHEREAS, the Consultant is ready, willing and able to provide the ECS required hereunder and respond to CHA's RFS as further set forth herein.

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

ARTICLE I INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The recitals set forth above, are incorporated by reference as if fully set forth herein.

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

"Account Manager" means the Key Employee of the Consultant who is assigned to the CHA account upon execution of this Agreement and who is the primary contact for the CHA for all Requests for Service.

"Agreement" means this Master Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with the terms of this Agreement.

"Archeological Laws" shall mean, but are not limited to, the Archeological and Paleontological Resources Protection Act (20 ILCS 3435), Human Skeletal Remains Protection Act (20 ILCS 3440, as amended) the Department of Natural Resources Subchapter a: Lands Part 370 The Protection of Archeological Resources (17 IAC 370 et seq., as amended), Illinois Historic Preservation Agency Part 4170 and Part 4190 Rules, as amended, for the Protection, Treatment and Inventory of Unmarked Human Burial Sites and Unregistered Grave (17 IAC 4170 and 4190 et seq.), Missing Persons Identification Act (50 ILCS 722 et seq.) and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards of conduct for protection of archeological resources or human remains.

"Archeological Resource" refers to any material remains of past human like or activities that are of archeological interest and at least forty (40) years of age, as well as the physical site, location, or context in which those remains are found.

"Bid Package" means all the documents distributed to potential bidders, including, but not limited to, the Invitations for Bids, Request for Proposals, Form of Contract, General Conditions, Special Conditions, Technical Specifications, Plans and Specifications, Updated Cost Estimates and any other documents distributed to Bidders by the CHA with the foregoing documents.

"Business Day" means Monday through Friday, 8:00AM – 5:00PM, excluding federal or State holidays.

"Capital Improvement Program or CIP" means the CHA's overall program to provide the complete renovation or rehabilitation of its assets during the Plan for Transformation, a subsection of which are activities conducted under the Modernization Program.

"CCD" means CHA's Capital Construction Division.

"Certificate of Completion" means a certificate issued by the CHA to the Consultant upon completion of final inspection of the Work and approval thereof at the conclusion of the Close-out Phase.

"Certificate of Substantial Completion" means a certificate issued by the EC to the CHA establishing the Date of Substantial Completion of the Project.

"CHA Project Manager" shall be that CHA employee or designee so identified in each Request for Service, or otherwise identified by the CHA with reasonable notice.

"Chicago Office of the Underground Construction" – City of Chicago Department that requires the review of underground installations.

"CHA's Representative" means the construction management ("CM") firm, person, or entity engaged by the CHA, under a separate contract with the CHA, to plan, coordinate, and oversee design and construction management activities, including the activities of the EC.

"Contract-Year" means the 12 month period following the start date of the Agreement and each subsequent 12 month term of the Agreement.

"Contracting Officer" means the person authorized by the CHA's Board of Commssioner's to execute contracts with third parties, and his/her delegated designee.

"Cost Proposal" means the Consutlant's fixed fee cost proposal prepared and submitted by the Consultant in response to a RFS. An accepted Cost Proposal will be deemed the as the Budget for a Project to a RFS for which it was submitted.

"Deliverables" shall include but are not limited to various written studies, reports, supporting documentation, lab reports, forms, processes, plans, designs, data, data-bases, briefs, field notes, compilations, system plans, flow charts, work flow charts, drawings, maps, photographs and negatives/digital files, files, records, computer printouts, tapes and the masters thereof, prototypes estimates, memoranda, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, spreadsheets, software, training materials, other materials and, work product generated and assembled either in hard copy or by electronic media, pursuant to the work contracted for by the CHA hereunder and prepared by the Consultant or its subcontractors under this Agreement and any such other or additional Deliverables which may be set forth in an RFS, which may be required in hard copy and/or electronic format.

"Director of Procurement and Contracts" means the CHA's Director of Procurement and Contracts and any representative duly authorized to act on his/her behalf.

"Documentation" shall mean all documentary materials such as, but not limited to, work papers, configurations, reports, manuals, and other work product in hard copy or electronic

format, prepared by or on behalf of the Consultant, its subcontractors or agents in connection with providing the Services.

"Environmental Documents" means all of the Reports, Plans and Specifications, addenda, change orders and modifications, and all other prints, models, designs, computations, sketches, test data, photographs, renderings, plans, shop and accepted proposal drawings, and other materials relating to, or contemplated by, the services performed by the Consultant or by any engineer, professional or professional consultants to, or engaged by the Consultant in connection with the Project.

"Engineer" means the person or entity engaged by the Consultant as either an employee or sub-contractor, and who is a Registered Professional Engineer, licensed in Illinois.

"Firm Fixed Fee" means the fixed fee for the Scope of Work required under a Task Order.

"Fully Loaded Hourly Rates" shall mean that hourly rate by particular type of worker, which includes all of the Consultant's expenses, overhead and indirect costs, profit and fees.

"Historic Artifacts" includes all grave artifacts and/or associated historical, cultural or archeological resources.

"Illinois Site Remediation Program refers to the voluntary remediation program as defined under 35 IAC 740 and 742 et seq., as amended.

"Key Personnel" shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.9 of this Agreement.

"Master Agreement" shall mean the indefinite quantity indefinite delivery environmental consulting services master agreement that has been entered into by the CHA and each of the environmental consulting services firm who have been awarded a contract under RFP No. 13-01207.

"Notice-to-Proceed" means a written acceptance of a Work Plan and Cost Proposal by the Director of Procurement and Contracts and direction to commence the Scope of Work under the Work Plan.

"ODM" means CHA's Office of Development Management.

"Professional Archeologist – An individual that meets the qualification specified under Illinois Historic Preservation Agency Part 4190 Rules for the Protection, Treatment and Inventory of Unmarked Human Burial Sites and Unregistered Grave (17 IAC 4190.405 (et seq., as amended), Secretary of the Interiors "Professional Qualification Standards (48 FR 44 44738-9, as amended)", and the approval of IHPA. Under the definition of professional archeologist (17 IAC 4190.405 (et seq., as amended), are defined three levels of technical qualifications for various types of investigations.

"Project" means all consulting and engineering services described herein, and further described and defined in a Task Order related to the Work the Consultant will perform at the Site pursuant to the terms of the Task Order issued under the Contract.

"Project Documents" means this Master Agreement, the Request for Service, the Task Order, which includes the accepted and executed Work Plan, which also includes a schedule of work and Deliverables, the Proposal and Fee Proposal in the format specified in the RFS.

"Project Manager" means the Consultant's staff member indicated on each Work Plan as the person who will direct and coordinate the execution of the Work Plan and who will be the primary contact with the Department on the work plan.

"Properties" means those certain parcels of land located in the City of Chicago, described in the Task Order.

"Proposal" means the response to a RFS that includes the Consultant's Work Plan and Cost Proposal.

"Request for Services" (RFS) means a written request from the CHA to the pre-qualified pool of environmental consultants for each environmental consultant to prepare and submit a Work Plan and Fee Proposal for Services related to a specific Project.

"Scope of Work" means a clear, concise description of the work to be performed pursuant to a Task Order and this Agreement (including, but not limited to, the Consultant's design data and criteria, site drawings, technical specifications, environmental reports, and all CHA provided information.

"Services" means, collectively, the environmental consulting services or "ECS", duties and responsibilities described in the Project Documents and all Work necessary to perform a Scope of Work or to carry them out fully as required and in accordance with the terms of the Task Order and the Agreement.

"Site Plan" means the plan of each Site and the environmental work required therein to be prepared, executed and/or documented by the Consultant pursuant to a Task Order issued under the Contract.

"Special Conditions" means the Special Conditions of the Task Order issued under the Contract.

"Subcontractor" means any person or entity with whom the Consultant contracts to provide any part of the Services. It also includes subcontractors of any tier, suppliers and material men, whether or not in privity with the Consultant.

"Substantial Completion" means the milestone attained when the status of the Work, or a designate portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that the CHA may occupy the Work or designated portion thereof for the use for which it is intended, and as certified by the EC.

"Task Order" means the order issued by the CHA that sets forth the description of the Project, scope of work, timeframe for performance and fixed fee for the EC's Services to be performed in accordance with the term and conditions of the Contract Agreement.

"Work" means all labor, materials, and services required to be provided by the Consultant to execute and/or document the Servcies in accordance with the Task Order and the Agreement.

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

"Work Plan" means the detailed description of the Services to be provided by the Consultant in a response to a RFS. Unless otherwise indicated, references to a Work Plan will be deemed to include the applicable Cost Proposal.

"Work Product" shall include, but not be limited to various written studies, reports, supporting documentation, lab reports, forms, processes, plans, designs, data, data-bases, briefs, field notes, compilations, system plans, flow charts, work flow charts, drawings, maps, photographs and negatives/digital files, files, records, computer printouts, tapes and the masters thereof, prototypes estimates, memoranda, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, spreadsheets, software, training materials, other materials and, work product generated and assembled either in hard copy or by electronic media, pursuant to the work contracted for by the CHA hereunder and prepared by the Consultant or its subcontractors under this Agreement and any such other or additional Deliverables which may be set forth in an RFS, which may be required in hard copy and/or electronic format.

1.3 Acronyms

ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act
ASTM	American Society for Testing and Materials
BTEX	Benzene, toluene, ethyl benzene, xylenes
CADD	Computer Aided Design Drawings
CCD	Capital Construction Department
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980
CERCLIS	Comprehensive Environmental Response, Contamination and Liability Information System
CFR	Code of Federal Regulations
CHA	Chicago Housing Authority
CMBDC	Chicago Minority Business Development Counsel
CMS	State of Illinois Central Management Services
CSIR	Comprehensive Site Investigation

CSL	Combined Single Limit
DBE	Disadvantaged Business Enterprise
DRM	Data Records Management
EA	Environmental Assessment (refers to 24 CFR Part 50)
EPA	United States Environmental Protection Agency
ERR	Environmental Record Review
ESA	Environmental Site Assessment
HAZMAT	Hazardous Material
HISWD	Historical Inventory of Solid Waste Disposal Sites
HMIRS	Hazardous Materials Information Records System
HUD	United States Department of Housing and Urban Development
IAC	Illinois Administrative Code
IAQ	Indoor Air Quality
IDIQ	Independent Delivery, Independent Quantity
IDOT	Illinois Department of Transportation
ODM	Office of Development Management
IDPH	Illinois Department of Public Housing
IDPH	Illinois Department of Public Health
IEPA	Illinois Environmental Protection Agency
ILCS	Illinois Compiled Statues
ISRP	Illinois Site Remediation Program, often referred to as "SRP"
IT	Information technology
LUST	Leaking Underground Storage Tank
MBE	Minority Business Enterprise
MSDS	Material Safety Data Sheet
MWRD	Metropolitan Water Reclamation Department
NEPA	National Environmental Policy Act
NFR	No Further Remediation Letter
NPDES	National Pollutant Discharge Elimination System
NPL	National Priority List
ODM	Office of Development Management
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
PNA	Polynuclear Aromatic Hydrocarbons
QA/QC	Quality Assurance/Quality Control
RACR	Remedial Action Completion Report
RAP	Remedial Action Plan
RBC	Risk Based Corrective action (also referred to as RBCA)
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Condition (Defined in ASTM Standard 1527-05)
RELPE	Review and Evaluation Licensed Professional Engineer
RFP	Request for Proposal

ROR	Remedial Objectives Report
SARA	Superfund Amendments and Reauthorization Act
SMP	Soil Management Plan
SRP	Site Remediation Program
TACO	Tiered Approach for Corrective Action
TAT	Turn Around Time
TOC	Total Organic Carbon
TSCA	Toxic Substances Control Act
U.S.C.	United States Code
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey
UST	Underground Storage Tank
VOC	Volatile Organic Compounds
WBDC	Women's Business Development Center
WBE	Woman Owned Business Enterprise

ARTICLE II CONSULTANT'S DUTIES AND RESPONSIBILITIES

2.1 Scope of Services. The Scope of Services that the Consultant may be requested to provide under this Agreement are environmental consulting services required to provide all necessary environmental assessment, remediation and engineering services in connection with CHA's redevelopment, construction, rehabilitation and modernization activities modernization activities as are usually and customarily performed, rendered or done by environmental consultants preliminary to and in connection with redevelopment, capital construction, property acquisition, disposition, rehabilitation and modernization activities of dwelling and non-dwelling buildings, facilities or sites (hereinafter collectively referred to as "ECS" or the "Services").

2.2 Statement of Work. The Services that the Consultant shall provide under this Agreement pursuant to Task Orders are described in Exhibit I, which is attached hereto and incorporated by reference herein.

2.3 Requests for Services/Task Orders Process. From time to time, the CHA may issue Requests for Services to the group of environmental consultants who have been awarded Indefinite Quantity Indefinite Delivery Environmental Consulting Services Master Agreements under RFP 13-01207. The RFS will describe the Scope of Work that will be governed by this Agreement. The Consultant, if selected to perform the Services pursuant to a RFS, shall act as a prime contractor to perform the Services for the Project described in the Task Order. The Consultant will be required to work with ODM or CCD staff to satisfy the contracting objectives of awarded Task Orders.

A. Requests for Services. Each RFS for ECS issued under the Agreement will be competitively solicited, except as provided below in paragrapn C.ii and will be submitted to the Consultant by ODM or CCD through the Department of Procurment and Contracts.
   i. Each RFS will set forth:

a. A Scope of Work;
b. A schedule of work;
c. Any necessary background information needed for the Project;
d. The required completion date.

ii. The Consultant acknowledges and agrees that:
a. It will proceed to the location of the proposed Work site, as required, to review the Work site
b. the CHA is under no obligation to issue any work pursuant to a RFS;
c. the level of Services requested may vary by Project;
d. the CHA has entered into similar environmental consulting master agreements with other qualified environmental consultants pursuant to RFP-13-01207 and may award work on a competitive basis pursuant to a RFS at the sole discretion of the Director of Procurement and Contracts.
e. Except as provided in section 2.3.C below, each RFS will be competitively solicited to all environmental consultants awarded a Master Agreement under RFP-13-01207, and the Consultant and each other environmental consultant shall be given a fair opportunity to compete for a Task Order unless such Task Order would cause the not-to-exceed amount of compensation set forth in this Agreement or the other environmental consultants' Master Agreements to be exceeded.

B. Response to RFS.

i. The Consultant shall respond to each RFS and shall submit a Fixed Fee Cost Proposal and Work Plan to the Department of Procurement and Contracts that describes as applicable:
a. The Consultant's approach to performing the required Scope of Work; and
b. A Work Breakdown Structure, if applicable, for completion of the Scope of Work and a list of the Deliverables to be provided; and
c. A schedule for completion of the Scope of Work by the required completion date, if applicable; and
d. A staffing schedule and list of subcontractors to be utilized; and
e. A Cost Proposal; and
f. The requisite MBE/WBE/DBE and Section 3 Utilization Plans; and
g. Certificate of applicable Insurance(s).

ii. All Work Plans submitted in response to a RFS shall include a schedule of milestone events, Work and Deliverables, personnel and equipment to be assigned to the task, a list of subcontractor(s) as appropriate, the schedule of task reporting, and recommendations for other or future work not included in the Task Order as appropriate.

iii. The Consultant's Cost Proposal and Work Plan shall conform to the requirements of the RFS and the terms and conditions of this Agreement. The Consultant's Cost Proposal and Work Plan will constitute an irrevocable offer for a period of 180

its sole discretion, may choose not to award a Task Order. Any costs associated with the preparation of Cost Proposals/Work Plans will not be reimbursable under this Agreement or resulting Task Order.

iv. Deadlines for Submittal of Proposals and Work Plans. The Consultant shall submit Cost Proposals and Work Plans in response to a RFS within five (5) business days of the issuance of the RFS, provided, however, Cost Proposals and Work Plans in response to a RFS for industrial hygiene activites shall be submitted within three (3) business days of the isuance of the RFS. Requests for information ("RFIs") shall be due on the second bsuiness day following the issuance of the RFS. Failure to provide a Cost Proposal and Work Plan on a timely basis may result in rejection of the Proposal/Work Plan.

v. The Consultant is expected to respond to each RFS, unless otherwise specified by the CHA's Contracting Officer. Submitting a Cost Proposal/Work Plan after the submission date required by the RFS will be considered a failure to respond to the RFS. If the Consultant chooses not to respond to a RFS, a written notice with the reason it is not responding must be submitted to the CHA by the deadline to respond to such RFS. CHA reserves the right, at its sole discretion, to accept or reject the Consultant's written notice. A rejected notice will count as a failure to repond to the RFS.

vi. The Consultant may elect not to respond to up to a total of three (3) RFS during each Contract-Year of the Agreement, which will not be considered a failure to respond.

vii. Failure to respond to four (4) RFSs during a Contract-Year shall be a material breach of the Agreement and will constitute grounds to terminate the Agreement for Cause.

C. Task Orders and Selection Criteria:

i. The CHA reserves the right, at its sole discretion, to reject all Cost Proposals and Work Plans, or negotiate Cost Proposals and Work Plans, and may request best and final offers from all environmental consultants who have submitted Proposals in response to a RFS. A Task Order will be awarded, pursuant to a RFS, to the responsive and responsible environmental consultant with the lowest negotiated price, except as set forth below.

ii. Exceptions to Task Order Selection Criteria.
CHA's Contracting Officer will provide the Consultant and each of the other environmental consultants a fair opportunity to be considered for a Task Order unless the Assignment of the Task Order to the Consultant would result in the maximum amount of compensation set forth in their Master Agreement being exceeded or unless one of the following exceptions applies:

a. The agency's need for the supplies or services is so urgent that providing a fair opportunity to an environmental consultant would result in unacceptable delays;
b. The order must be issued on a non-competitive basis in the interest of economy and efficiency because it is a logical follow-on to a Task Order already issued, provided that all awardees were given a fair opportunity to be considered for the original award of the Task Order; or
c. It is necessary to place a Task Order to satisfy an environmental consultant's minimum guarantee in its contract.

iii. Any proposed utilization of the Exceptions to Task Order Selection Considerations must have the prior written approval of the CHA's Director of Procurement and Contracts.

iv. The CHA's acceptance of a Cost Proposal and Work Plan submitted in response to a RFS will be demonstrated by the issuance of a Task Order and a Notice-to-Proceed issued by CHA's Contracting Officer, or his/her designee, which directs the Consultant to perform the required Scope of Work in accordance with the Project Documents. The Consultant will not commence the Scope of Work, and the CHA will not be liable for any costs incurred by or for payments to the Consultant, without a Notice-to-Proceed so executed.

v. All Task Orders issued under the Agreement are subject to the terms and conditions of the Agreement. In the event of a conflict among the terms and conditions of the Agreement, RFS, Task Order, and an approved Work Plan, the conflict will be interpreted in the following order of precedence: (1) the Master Agreement; (2) the RFS; (3) the Task Order; and (4) the approved Work Plan. Any terms and conditions in a Work Plan submitted by the Consultant, which otherwise conflicts with, is inconsistent with, or addresses matters not addressed in this Master Agreement are void and of no effect on the CHA (notwithstanding any other approval contemplated or provided for under this Master Agreement), unless specifically accepted in writing by the Contracting Officer as an amendment to this Master Agreement for the specific Task Order only.

vi. A RFS and Task Order will be considered "issued" when the CHA deposits the RFS or Task Order in the mail, or when they are sent by facsimile or by electronic commerce methods (eg. e-mail). A RFS or Task Order may not be issued orally.

vii. By acceptance of Consultant's Proposal and issuing a Notice-to-Proceed in response to a particular RFS, any special conditions for the particular RFS not otherwise covered by this Agreement this Agreement will be deemed to have been amended to include any such special conditions pursuant to Section 9.3, but with respect to that Project/Task Order only. The Consultant will not be required to respond to Requests for Services that are not within the scope of this Agreement.

D. Claims for Additional Costs. In the event that additional Services not described in the

Task Order are discovered to be necessary or are requested by the CHA, the Consultant must submit a Task Order modification ("TOM") on a form approved by the CHA for those additional Services within seven (7) calendar days of said discovery or request. Upon receipt of written approval of the TOM from CHA's Contracting Officer, the Consultant shall proceed to complete the additional Services as set for in the TOM. the The Consultant shall not be entitled to any additional costs for performance of Work set forth in a TOM unless written approval of the TOM has been provided to Consultant by CHA's Contracting Officer. In no event may the Consultant request a TOM or make any claims against the CHA for equitable adjustments, additional costs, direct or indirect; or fees after completion of a Task Order assignment.

E. Reduction of Task Order Compensation. In the event that any portion of the Scope of Work to be performed under a Task Order, the costs for which were included in the Consultant's accepted Cost Proposal and became part of the Task Order, is determined by the CHA or the Consultant to no longer be necessary, the CHA shall be entitled to an equitable adjustment to the Task Order's compensation amount to reduce the Consultant's compensation for the Scope of Work that was determined or deemed to no longer be necessary. The Consultant shall upon the request of the CHA, or on its own inititative, prepare a TOM for a reduction of the Task Order compensation amount for approval by the CHA's Contracting Officer.

F. The Consultant acknowledges and agrees that this Agreement and any Task Order issued hereunder may be subject to HUD approval, and that if such approval is required, the Consultant will not perform Services relating to a Task Order until such approval is obtained.

ARTICLE III CONSULTANT'S STANDARD OF CONDUCT

3.1 Standard of Performance/Governing Regulations/Guidelines

A. The Consultant shall perform all Services required of it under this Agreement with the degree of 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 the Contract. The Consultant shall at all times use its best effort to assure high quality, timeliness, efficiency and creativity in rendering and completing their services. The Consultant agrees that performance of the Services in a satisfactory manner shall include quick response to the CHA's needs. Accordingly, the Consultant shall return all telephone calls and respond to all electronic mail on a timely basis, which will in no case exceed one business day.

B. The Consultant will perform or cause to be performed all Services required by the Agreement and a RFS in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, rules and regulations applicable to the Services to be provided under the Agreement, and to the reasonable satisfaction of ODM or CCD. The Deliverables must meet the time frame contained in

the Work Plan associated with that Deliverable. The Consultant must at all times act in the best interests of the CHA consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory delievery and completion of its Services, including but not limited to Deliverables.

C. The Consultant shall maintain at all times any required licenses and certifications during the performance of the Contract. Failure to have or maintain such licenses or certifications shall constitute a material breach of contract.

D. Qualified Personnel. The Consultant must assure that all Services that require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant covenants with the CHA to furnish its best professional expertise and judgment in furthering the CHA's interests.

E. Efficiency. The Consultant agrees to furnish efficient business administration and supervision to render and complete the Scope of Work within the agreed upon Fee and on time.

F. All work to be performed under the Agreement shall be in compliance with all pertinent federal, state and local statutes, ordinances, regulations, rules, and guidelines, including, but not limited to:

i. Illinois Environmental Protection Agency (IEPA) 35 IAC 732, Illinois LUST Program, as amended.
ii. IEPA 35 IAC 740, Illinois Site Remediation Program (SRP), as amended.
iii. IEPA 35 IAC 742, Tiered Approach to Corrective Action Objectives (TACO), as amended.
iv. Rules and Regulations of the Lead Poisoning and Prevention (77 Illinois Administrative Code, Chapter I; Department of Public Health (IDPH) Subchapter p: Hazardous and Poisonous Substance, Part 845 Lead Poisoning Prevention Code).
v. National Emissions Standard for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Demolition Practices and Non-friable Materials, as amended
vi. U.S. Environmental Protection Agency (USEPA) 40 CFR Part 763, Asbestos, as amended.
vii. Occupational Health and Safety Administration (OSHA), 29 CFR Part 1910.120, Hazardous Waste Operating and Emergency Response, as amended.
viii. U.S. Department of Housing and Urban Development (HUD) Regulations 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Responsibilities and 24 CFR Part 50 Protection and Enhancement of Environmental Quality, as amended.
ix. HUD regulations, 24 CFR Part 35 and and HUD Lead-Based Paint Interim Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995 edition and subsequent revisions thereto.
x. Municipal Code of Chicago, as amended.

xi. Archeological and Paleontological Resources Protection Act (20 ILCS 3435),
xii. Human Skeletal Remains Protection Act (20 ILCS 3440)
xiii. Department of Natural Resources Subchapter a: Lands Part 370
xiv. The Protection of Archeological Resources (17 IAC 370 et seq.),
xv. Illinois Historic Preservation Agency Part 4170 and Part 4190
xvi. Rules for the Protection, Treatment and Inventory of Unmarked Human Burial Sites and Unregistered Grave (17 IAC 4170 and 4190 et seq.),
xvii. Missing Persons Identification Act (50 ILCS 722 et seq.)
xviii. Protection of Historic Properties (36 CFR 800 et seq.)

3.2 Deliverables/Work Product.

In carrying out the Services pursuant to a Trask Order, the Consultant must prepare or provide Deliverables/Work Product. Partial or incomplete Deliverables or Work Product may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by ODM. Such Deliverables or Work Product may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables or Work Product will in no way relieve Consultant of its commitments hereunder.

3.3 Ownership of Deliverables, Work Product, Documents, Records and Reports

A. The Consultant acknowledges that all Deliverables or Work Product belong solely to the CHA, and the Consultant shall retain no rights therein. The Deliverables or Work Product is conclusively deemed by the parties as "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (hereinafter, "the Act"), and the CHA will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright can subsist.

To the extent the Deliverables or Work Product do not qualify as "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CHA, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefor, and other intangible, intellectual property embodied in or pertaining to the Work contracted for under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute assignments in the forms attached if requested by the CHA, without additional compensation. Consultant will document all work performed for the CHA and will turn such documentation over to the CHA on completion of the Task Order hereunder or earlier, if requested by the CHA. Consultant will make no use of the Deliverables or Work Product generated during the course of its work for the CHA during or after the term of this Agreement except to perform the work requested by the CHA.

To the extent the CHA is unable to effectively or economically use the Deliverables or Work Product without also using rights, which are the subject of patent applications, patents, copyrights or other statutory protection owned by Consultant, Consultant grants

to the CHA, a royalty-free, irrevocable, worldwide, non-exclusive license to make, have made, sell, use, reproduce, disclose, and publish such rights as necessary to fully utilize the Deliverables or Work Product.

In addition, Consultant agrees that it will not do anything contrary to the CHA's ownership in the Deliverables or Work Product or which might impair the value of such ownership. Consultant agrees to cooperate with the CHA in executing all documentation requested by the CHA to enable the CHA to perfect its right in and to the Deliverables or Work Product.

B. All Deliverables or Work Product and CHA Documents provided to, or prepared or assembled by the Consultant in connection with the performance of the Consultant's Services under this Agreement shall be the property of the CHA. The Consultant shall establish precautions against the destruction of all such CHA Documents and shall be responsible for any loss or damage to the CHA Documents while in the Consultant's possession or use and the Consultant shall be responsible for restoring such CHA Documents at its sole expense. Except as provided above, if any CHA Documents destroyed while in the Consultant's possession are not restorable, the Consultant shall be responsible for any loss suffered by the CHA on account of such loss or damage.

C. The Consultant shall deliver or cause to be delivered all Work Product and/or CHA Documents, including, but not limited to, all Deliverables prepared for the CHA under the Agreement, to the CHA promptly in accordance with the time limits prescribed in the Agreement, or if no time limit is specified, then upon reasonable demand thereof or upon termination or completion of a Task Order or expiration of the Agreement hereunder. In the event of the failure by Consultant to make such delivery, then and in that event, the Consultant shall pay to the CHA any damages the CHA may sustain by reason thereof. The Consultant shall maintain all CHA Documents not previously delivered to the CHA for a period of three (3) years after final payment made in connection with the Agreement.

D. The Consultant shall maintain its books, records, documents, and other materials related to the performance of the Agreement for a period of three (3) years following the expiration or termination of the Agreement and after final payment has been made and all other pending matters are closed, and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred or anticipated to be incurred for or in connection with the performance of the Consultant's Services under the Agreement. The Consultant shall maintain its accounting system, books and records in a manner that complies with generally accepted accounting principles ("GAAP"), consistently applied throughout.

E. The provisions of Section 2.07 shall survive the expiration or termination of the Agreement.

F. The Consultant shall flow down the provisions of this Section 2.07 titled "Ownership of Work Product, Documents, Records and Reports" to its subcontractors at every tier.

3.4 **Meetings**. The Consultant will meet regularly with the CHA Project Manager to discuss matters relating to the Project. In addition, at the CHA's request, the Consultant must attend other meetings with the CHA or other interested parties designated by the CHA.

3.5 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.

1. Section 3 - Clause

   i. 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.

   ii. 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.

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

iv. The Consultant 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 Consultant will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

2. Section 3 Compliance Goals

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

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

(a) 51 percent or more owned by section 3 residents; or
(b) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
(c) That provides evidence of a commitment to subcontract in excess of 25 present of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

ii. Consultant and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.

iii. 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.

iv. Consultants 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).

3. Documenting and Reporting

i. Consultant agrees to comply with the above Section 3 requirements in accordance with the Consultant's Section 3 Utilization Plan, which shall be prepared by the Consultant for each response to a RFS and agreed to by CHA. CHA shall not be required to agree to the Consultant's Utilization Plan until the Consultant meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Policy (see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation) as may be required.

ii. The Consultant and its subcontractors shall provide all required compliance data with respect to Consultant's Section 3 requirements to the CHA via CHA's electronic system available at https://cha.diversitycompliance.com/. The Consultant 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 Consultant 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.

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

B. **MBE/WBE/DBE Compliance.** Consultant agrees to comply with the CHA's Minority and Women Disadvantaged Business Enterprise ("MBE/WBE/DBE") requirements in accordance with the CHA's MBE/WBE/DBE Policy (see http://www.thecha.org/pages/mbe_wbe_dbe/36.php or the copy included in the RFP),.

C. **Documenting and Reporting.** The Consultant and its subcontractors shall provide all required compliance data with respect to Consultant's MBE/WBE/DBE to the CHA via CHA's electronic system available at https://cha.diversitycompliance.com/. The Consultant 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

Consultant 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.

D. **Requests for Services MBE/WBE Participation and Section 3 Requirements**. Prior to issuance of the Notice to Proceed for a Task Order, the Consultant shall provide a MBE/WBE/DBE Utilization Plan and a Section 3 Utilization Plan, acceptable to the CHA, stating the degree of MBE/WBE/DBE participation and level of commitment to CHA's Section 3 Policy that meets the CHA's policies, and thereafter, throughout the term of this Agreement and any Task Order issued pursunat therreto, fulfill the stated levels of participation and commitment. The Section 3 Utilization Plan and the MBE/WBE/DBE Utilizatiojn Plan accepted by the CHA will be incorporated by reference as if specifically set forth into each assigned Task Order and the Consultant shall comply with its agreed commitments as set forth therein.

3.6 Confidentiality.

A. The Consultant agrees that all Deliverables, reports, documents and information prepared, assembled, received or encountered by the Consultant 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 Consultant 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 CHA. In the event the Consultant is presented with a *subpoena* regarding such Confidential Information, which may be in the Consultant's possession by reason of this Agreement, the Consultant must immediately give notice to the CHA's Chief Executive Officer and General Counsel 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 Consultant, 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.

B. The Consultant will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 1 above), without CHA's prior consent, disclose to any person the fact that the Confidential Information exists or has been made available, that any transaction with the CHA is being considered, or that discussions or negotiations are taking or have taken place concerning any such transaction with the CHA or any term, condition or other fact relating to such a transaction or such discussions or negotiations, including, without limitation, the status thereof.

C. The Consultant acknowledges that remedies at law may be inadequate to protect the CHA against any actual or threatened breach of this confidentiality provision by Consultant and without prejudice to any other rights and remedies otherwise available to the CHA, the Consultant agrees to the granting of injunctive relief in CHA's favor without proof of

actual damages. In the event of litigation relating to this confidentiality provision, if a court of competent jurisdiction determines in a final, non-appealable order that this confidentiality provision has been breached by the Consultant, then the Consultant will reimburse the CHA for costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with all such litigation.

3.7 Adequate Staffing. The Consultant will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it, an Account Manager who will be the Consultant's designated person to receive Requests for Services and to submit Cost Proposals and Work Plans. When responding to an RFS, the Consultant will identify an adequate staff of competent personnel who will be fully equipped, licensed (as appropriate), be available as needed, qualified and assigned to perform the Scope of Work for the term of the Project assigned by Task Order. The Consultant will identify such personnel and their positions in a staffing schedule which will be included in each Work Plan.

3.8 Key Personnel

A. Minimum Requirements. The Consultant's Key Personnel under this Agreement will consist of an Account Manager who will be the contact person for the CHA and such other personnel as may be named for specific projects in the respective Work Plans. Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the CHA's approval. Key personnel may also include other critical members of the Project as specified in the Work Plans.

B. No Substitutions. The Consultant will not reassign or replace Key Personnel without the written consent of the CHA, which consent will not be unreasonably withheld.

3.9 Audit Requirement. The CHA retains an irrevocable right to independently or, through a third party, audit the Consultant's books and records pertaining to this Agreement and any Task Orders issued pursuant thereto, and disallow any inappropriate billings upon written notice to the Consultant.

3.10 No Limitation on CHA's Rights. No provision in this Agreement granting the CHA a right of access to Deliverables and accounting records is intended to impair, limit or affect any right of access to such records which the CHA would have had in the absence of such provisions.

3.11 Failure to Comply. If Consultant's performance of the Scope of Work or any part thereof under a Task Order fails to comply with the above performance standards, Consultant will, at its own expense, perform again all such Scope of Work that did not comply with the performance standards as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation on any other remedies available to the CHA under this Agreement, at law, or in equity.

3.12 General Conditions For Non-Construction Contracts. HUD's General Conditions for Non-Construction Contracts (HUD form 5370-C (10/2006)) ("General

Conditions"), are attached hereto as Exhibit II and incorporated by reference as if fully set forth herein. The Consultant agrees to fully comply with the General Conditions. In the event of a conflict between the terms and conditions of the General Conditions and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

3.13 Patents and Copyrights. The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA or HUD purposes, including, but not limited to commercial exploitation: (a) the copyright, patent or other form of intellectual property right, claim or interest in any work developed or discovered in the performance of the Services under this Agreement, (whether tangible or intangible) and (b) any rights, copyright, patent or other form of intellectual property right, claim or interest to which the Consultant purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

3.14 Subcontracts and Assignments. Unless otherwise provided for herein, or previously disclosed in Consultant's Proposal, Consultant shall not subcontract, assign or otherwise delegate all or any part of its obligations under this Agreement or any part hereof without the prior written approval of the CHA. Any attempted subcontract, assignment or delegation shall be void and of no legal effect.

Consultant shall not transfer or assign any funds or claims due or which may become due under this Agreement without the prior written approval of the CHA. Any attempted transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or become due to Consultant without such prior written approval of the CHA shall be void and of no legal effect. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

3.15 Religious Activities. In connection with this Agreement, Consultant agrees that:

A. Consultant shall not discriminate against any person on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion; and

B. Consultant shall not discriminate against any person on the basis of religion when rendering the Services hereunder and shall not limit such Services or give preference to persons on the basis of religion.

3.16 Drug-Free Workplace. Consultant shall establish procedures and policies to promote a "Drug-Free Workplace." Consultant 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. Further, Consultant shall notify the CHA if any of its employees are convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

3.17 Force Majeure. Notwithstanding any other provision in this Agreement, the Consultant shall not be liable or held responsible for any failure to perform or for delays in

performing its obligation under the Agreement, including but not limited to, the Scope of Work set forth in a Task Order that result from circumstance or causes beyond Consultant's reasonable control, including without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, or any lay, order or requirement of any government agency or authority.

ARTICLE IV TERM OF AGREEMENT

4.1 Term of Agreement. This Agreement shall commence on April 1, 2014 and shall continue and remain in effect for a period of 2 years through March 31, 2016 or until the Agreement is terminated in accordance its terms, whichever occurs first. At the Agreement's expiration date, the Agreement's terms and conditions shall continue to remain in effect with respect to any Task Order assigned to the Consultant until all Scope of Work required under the Task Order have been completed in accordance with their respective terms and all Work has been accepted by the CHA.

4.2 Contract Extension Options. The CHA, at its sole discretion, may extend this Agreement for two additional one (1) year option periods, subject to approval of the CHA's Board of Commissioners, if required. Any extension shall be under the same terms and conditions as this original Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.3 of this Agreement.

4.3 Time is of the Essence. The Consultant will complete the Scope of Work pursuant tro a Task Order within the time limits required under this Agreement and as provided in a RFS, the resulting Task Order and the Project Documents. The Consultant acknowledges that sometimes deadlines for the Scope of Work are dictated by the requirements of agencies or events outside the control of the CHA, that failure by the Consultant to meet these deadlines may result in economic or other losses to the CHA and that in those circumstances, TIME IS OF THE ESSENCE.

ARTICLE V COMPENSATION

5.1 Amount of Compensation. This is an indefinite delivery, indefinite quantity contract as defined in the HUD Procurement Handbook (7460.8 Rev.-2) and as such, the Consultant shall be entitled to earn a minimum amount of $50,000.00 under this Agreement. The maximum not-to-exceed amount of compensation payable to the the Consultant under the Agreement is $1,000,000.00. The Consultant acknowledges that the CHA is not obligated to issue a Task Order to the Consultant for more than the minimum amount set forth above, and that in order to receive more than the minum amount, the Consultant will have to be awarded Task Orders on a competivie basis as set forth in Article II above. Upon the award of a Task Order and issuance of a Notice-to-Proceed to the Consultant, the CHA shall pay the Consultant the agreed fee to provide the Scope of Work as set forth in the Task Order. The Consultant agrees to and waives any and all claims for payment of Work that would result in billings beyond the agreed upon fee established in a Task Order without a prior written amendment to the Task Order authorizing said additional work and additional fee. The Consultant acknowledges an

affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the agreed upon fee aset forth in the Task Order.

5.2 Fixed Fee for Services. In response to each RFS, the Consultant will prepare and submit a (firm fixed-fee) Cost Proposal. The Consultant will prepare its Cost Proposal in response to a RFS based upon rates no higher than its fully loaded hourly rates contained in its Best and Final Fee Proposal, which is attached hereto as Exhibit III and incorporated by reference herein.

5.3 Method of Payment. The Consultant shall be entitled to invoice the CHA for the proportionate amount of Work required under a Task Order that it has completed to date. The Consultant shall create invoices that provide adequate detail and descriptions of their Work Product and the percentage of the Work that has been completed to date. Unless otherwise set forth in a RFS or directed by the CHA, Consultant's invoices must separate the fixed-fees attributable to each building that is part of the Task Order (noting each CHA building designation number). At a minimum, each invoice will contain the name and address of the subject property, the Task Order number, the percentage of Work completed, the amount previously billed to the Task Order, and the total Task Order amount. In a cover letter accompanying the invoice, the Consultant shall verify that the percent of work completed and the percent of work invoiced for a Task Order are in balance. The Consultant may not invoice the CHA for more than the percentage or proportionate amount of Work that has been completed. CHA reserves the right to reject any invoice that is for more than the pro-rata amount of the Task Order's fixed-fee in comparison to the total percentage of the Work completed on such Task Order. In addition to a hard copy of the invoice, an electronic copy via e-mail shall also be submitted. The CHA shall make commercially reasonable efforts to pay each approved invoice within sixty (60) days of receipt of a properly submitted and approved invoice. The Consultant shall not be entitled to receive payment unless an invoice relating to such payment is first submitted to the CHA. The invoices shall be subject to the review and approval of the CHA. The Consultant shall furnish such supporting documents and additional information as may be required to approve each invoice. If the CHA objects to all or any portion of any invoices, it shall notify the Consultant of its objection and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA, at its option, may pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion.

5.4 Non-Appropriation. Funding for any work covered by the terms of this Agreement is subject to (1) availability of federal funds from HUD, (2) the approval of funding by the CHA's Board of Commissioners, and (3) the Consultant's satisfactory performance of this Agreement. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period during the term of this Agreement, then the CHA may notify the Consultant 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 VI DISPUTES, RISK MANAGEMENT AND INDEMNIFICATION

6.1 Disputes. In the event of a dispute between the CHA and Consultant involving this Agreement, the Director of Procurement and Contracts and Consultant will attempt to negotiate a resolution. The first avenue of negotiation shall be with the CHA Project Manager, as designated by the CHA, and/or Director of ODM in response to a request for resolution and negotiation. If the parties cannot resolve the dispute through negotiation, either party may, submit the dispute in writing to CHA's Contracting Officer for decision. The Contracting Officer shall, render a decision concerning the dispute submitted. Unless Consultant, within thirty (30) days after receipt of the decision, shall notify the Contracting Officer in writing that it takes exception to the decision of the Contracting Officer, the decision of the Contracting Officer shall be final and binding. Provided Consultant has given the notice within the time stated above and has brought suit against the CHA not later than one year after Consultant has received notice of the decision of the Contracting Officer, then the decision of the Contracting Officer for the CHA shall not be final, but the dispute shall be determined on the merits by a court of competent jurisdiction.

6.2 Insurance. With repsect to each Task Order awarded to the Consultant under this Agreement, the Consultant agrees to comply with and meet or exceed all of CHA's insurance requirements that are set forth in Exhibit IV, which is attached hereto and incoporated by reference herein as if fully set forth herein.

6.3 Indemnification. Consultant agrees to defend, indemnify and hold the CHA its officers, officials, employees and agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including reasonable attorney fees) 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 of every kind, nature and character (collectively, "Claims") arising out of or resulting from Consultant's, its agents', employees' and subcontractors' performance of the Services under this Agreement, and/or the negligence, acts or omissions of Consultant, its agents, employees and subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Consultant further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims 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.

To the extent permissible by law, Consultant waives any limits on Consultant's liability that it would otherwise have by virtue of the Workers Compensation Act or any other law or judicial decision (specifically Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

Consultant shall have the right and obligation to conduct and control the defense of any

Claim for which the CHA is entitled to indemnification hereunder, provided however, the CHA shall have the right, at its option and at Consultant's expense, to engage separate counsel to monitor the defense of any suit, without relieving Consultant of any of its obligations under this indemnity provision. Consultant expressly understands and agrees that the requirements set forth in this indemnity to defend, indemnify and hold the CHA harmless are separate from and not limited by Consultant's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

ARTICLE VII EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.1 **Events of Default Defined**. Each of the following shall constitute an event of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the CHA.

B. The Consultant's failure to perform any of its obligations under this Agreement including, but not limited to, the following:

1. Failure to perform the Services with sufficient personnel or with sufficient material to ensure the performance of the Services or due to a reason or circumstance within the Consultant's control;

2. Failure to meet any of the performance standards set forth in this Agreement;

3. Failure to perform the Services in a manner reasonably satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

4. Failure to promptly re-perform within a reasonable time Services or Deliverables that were rejected as erroneous or unsatisfactory;

5. Discontinuance of the Services for reasons or circumstances not beyond the Consultant's control;

6. Failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination; and

7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. Any change in majority ownership or majority control of the Consultant without the prior

written approval of the CHA, which written approval shall not be unreasonably withheld.

D. The Consultant's default under any other agreement it may presently have or may enter into with the CHA during this Agreement. The Consultant acknowledges and agrees that in the event of a default under this Agreement the CHA may also declare a default under any such other agreements.

7.2 Remedies. The occurrence of any event of default which the Consultant fails to cure within thirty (30) calendar days after receipt of written notice given in accordance with the terms of this Agreement and specifying the event of default or, if such event of default cannot be reasonably cured within thirty (30) calendar days after notice, or if the Consultant has failed to commence and continue diligent efforts to cure such default within thirty (30) days, the CHA may, at its sole option, declare the Consultant in default. Whether to declare the Consultant in default is within the sole discretion of the CHA and neither that decision nor the factual basis for it is subject to review or challenge under the disputes provision of this Agreement. Written notification of the default, and any intention of the CHA to terminate the Agreement, shall be provided to the Consultant and such decision shall be final and effective upon the Consultant's receipt of such notice pursuant to Article10. Upon the giving of such notice, the CHA may invoke any or all of the following remedies:

A. The right to terminate this Agreement as to any or all of the Scope of Work yet to be performed effective at a time specified by the CHA.

B. The right to pursue any and all remedies, legal and/or equitable, available to the CHA.

C. The right to withhold all or any part of Consultant's compensation hereunder with respect to Scope of Work not completed in accordance with the terms hereof prior to the termination of this Agreement.

D. The right to deem Consultant non-responsible in future contracts to be awarded by the CHA.

E. The right to take over and complete the Scope of Work or any part thereof as agent for and at the cost of contractor, either directly or through others.

If the CHA considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the CHA and that if the CHA permits Consultant to continue to provide the Scope of Work despite one or more events of default, the Consultant shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the CHA waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any event of default or acquiescence

therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

7.3 Termination for Convenience. Notwithstanding the foregoing, the CHA may terminate the Services or any portion of a Task Order awarded pursuant to a RFS to be performed under this Agreement for convenience at any time by giving notice, in writing, to the Consultant when the CHA may deem the Agreement to be no longer in the best interests of the CHA. Consultant shall continue to render the Services until the effective date of termination. No costs incurred by Consultant after the effective date of the termination shall be allowed. The CHA shall reimburse Consultant for all of the direct and reasonable costs, as determined by the CHA, which were properly incurred through the date of termination. The Consultant shall be required to certify that the work completed to the time of termination has been performed in a professional manner and, if applicable, in accordance with the SRP and that the work completed may be relied upon by the CHA, its designees and any subsequent contractor retained to complete a Task Order.

7.3 Suspension. The CHA may request at any time that Consultant suspend the Scope of Work or any part thereof by giving ten (10) business days prior written notice to Consultant or upon no notice in the event of emergency. Consultant shall promptly resume performance of such Scope of Work under the same terms and conditions as stated herein when requested to do so by the CHA.

7.4 No Damages for Delay. Consultant 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. Consultant'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 Consultant to perform.

7.5 Right to Offset. To the extent permitted by applicable law:

A. In connection with performance under the Agreement, the CHA may offset any incremental costs and other damages the CHA incurs in any and all of the following circumstances:

i. If the CHA terminates the Agreement for default or any other reason resulting from the Consultant's performance or non-performance;

ii. If the CHA exercises any of its remedies under Section 7.02 of the Agreement;

iii. If the CHA has any credits due or has made any overpayments under the Agreement.

The CHA may offset these incremental costs and any other damages by use of any payment due for the Scope of Work completed before the CHA terminated the Agreement or before the CHA exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, the Consultant shall be liable for and must promptly remit to the CHA the balance upon written demand for it.

The right to offset is in addition to and not a limitation of any other remedies available to the CHA.

B. Without breaching this Agreement, the CHA may set off a portion of the compensation due under this Agreement in an amount equal to the amount of any liquidated or un-liquidated damages or claims that the CHA has against the Consultant arising out of any other agreements between the CHA and the Consultant or otherwise unrelated to this Agreement. If and when the CHA's claims against the Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the CHA will reimburse the Consultant to the extent of the amount the CHA has offset against this Agreement inconsistently with the determination or resolution.

ARTICLE VIII WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

8.1 Warranties and Representations. In connection with the execution of this Agreement, Consultant warrants and represents to CHA:

A. That it is financially solvent; and that it and each of its employees or agents of any tier are competent to perform the Services required under this Agreement; and that Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That no officer, agent or employee of the CHA is employed by the Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder, except as may be permitted in writing by the CHA and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of the Consultant to any employee of the CHA; and the Consultant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA.

C. That Consultant and its subcontractors, if any, are not in default at the time of the execution of this Agreement, or deemed by the CHA's Director of Procurement and Contracts to have, within the last five (5) years, been found to be in default on any

D. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, officers, agents, or employees, has induced the Consultant to enter into this Agreement or has been relied upon by the Consultant.

E. That the Consultant has carefully examined and analyzed the provisions and requirements of this Agreement and that it understands the nature of the Services required;

F. That the Consultant acknowledges that the CHA, in its selection of the Consultant to perform the Services hereunder, materially relied upon the Consultant's Proposal, that the Proposal was accurate at the time it was made and that no material changes in it have been nor will be made without the express consent of the CHA;

G. That except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, officers, agents, or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant.

H. That the Consultant and, to the best of its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a)(2) and other Federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; and the CHA's Ethics Policy, as amended (see http://www.thecha.org/pages/forms___documents/66.php) and during the term of the Agreement will not violate the provisions of such laws and policies.

I. That the Consultant has disclosed any and all relevant information to the CHA and the Consultant understands and agrees that any certification, affidavit or acknowledgment made under oath or failure to disclose in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.

J. That the Consultant is a duly organized and validly existing corporation under the laws of the State of Illinois and has and will continue to have at all times during the term of this Agreement, all licenses necessary to render the Services required hereunder.

K. That the Consultant has the power and authority to enter into and perform all of its obligations under this Agreement, and that this Agreement, when executed will constitute the duly authorized, valid and legally binding obligation of the Consultant.

8.2 Joint and Several Liability. In the event that the Consultant, or its permitted successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity.

8.3 Business Documents and Consultant's Affidavit. The Consultant shall provide to the CHA evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. The Consultant'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 V and incorporated by reference as if fully set forth herein. The Consultant shall at all times comply with, and be in compliance with the Consultant's Affidavit, Consultant's Certifications and Representations of Offerors – Non-Construction Contracts (HUD

Form 5369-C) and Equal Opportunity Certificate.

8.4 Conflict of Interest.

A. No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit to arise from it.

B. The Consultant covenants that it and its employees, or sub-contractors, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The Consultant further covenants that during the performance of this Agreement, no person having any such interest shall be employed. Consultant agrees that if the CHA determines that any of its services for others conflict with the Services that the Consultant is to render for the CHA under this Agreement, Consultant shall terminate such other services immediately upon request of the CHA.

C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 C.F.R. §85.36(b)(3), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.

D. Furthermore, the Consultant represents that it currently is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

8.5 Independent Consultant. The Consultant and the CHA recognize that Consultant is an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of the CHA and that CHA will not incur any liability as the result of Consultant's actions. Consultant and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors of the CHA and shall not represent to any third party that they are an employee, agent, covenantor, or representative of the CHA. The CHA shall not be obligated to withhold any funds from Consultant for tax or other governmental purposes, with respect to its employees, agents, representative or subcontractors. Consultant and its employees, representatives, and agents shall not be entitled to receive any

employment benefits offered to employees of the CHA including workers' compensation insurance coverage. The CHA shall not exercise control over Consultant.

ARTICLE IX GENERAL CONDITIONS

9.1 Entire Agreement. This Agreement, comprised of this Agreement and the Exhibit(s) attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. In the event of a conflict between any provision of this Agreement, Exhibit to the Agreement or RFS, this Agreement, the Exhibit and the RFS shall control, in that order, unless otherwise specified within the RFS.

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

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

9.4 Non-Discrimination Requirements. Consultant shall comply with all federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Consultant shall particularly remain in compliance at all times with: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq., (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq., (1990). Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, I11. Admin. Code Tit. 44 section 750 Appendix A, which is attached hereto as Exhibit VI and incorporated by reference herein; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Consultant must furnish such reports and information as requested by the Chicago Commission on Human Relations.

9.5 **Compliance with All Laws and Regulations**. The Consultant shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement, including but not limited to Section 6 of the Housing Act of 1937, 42 U.S.C. §1437, the Privacy Act of 1974, 5 U.S.C. §552(a), The Freedom of Information Act ("FOIA"), 5 U.S.C. §552, and Section 208 of the E-Government Act, and 24 CFR Part 5, all other applicable HUD regulations, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. § 7401/et seq.); Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended; Executive Order 11246, as amended by Executive Orders 12086 and 11375; Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally, the Consultant shall comply with the applicable provisions of 0MB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised; and the Mandatory Standards and Policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

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

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

9.8 **Severability**. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or enforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such

circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

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

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

9.11 Cooperation. The Consultant will at all times cooperate fully with the CHA, its agents, employees, contractors, and subcontractors, any other parties providing services with respect to this Agreement; and any interested governmental agency. The Consultant will at all time act in the CHA's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Consultant will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of ODM or CCD in connection with the termination or expiration.

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

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

ARTICLE X COMMUNICATION AND NOTICES

10.1 Communication Between the Parties. All communication by Consultant shall

be with the CHA Project Manager on behalf of the CHA. All Deliverables required to be submitted under this Agreement shall be sent to the CHA Project Manager, c/o the Office of Development Management or the Chief property Officer - Capital Construction Division (as applicable for an assigned task order), Chicago Housing Authority,60 E.Van Buren., Chicago IL 60605. 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 U.S. District Court for the Northern District of Illinois.

10.2 Notices. Any notices sent to Consultant shall be mailed by certified mail return receipt requested, postage prepaid to:

Carnow Conibear & Associates, Ltd.
600 W. Van Buren St., Suite 500
Chicago, IL 60607
Attention: David J. Kedrowski, Exexcutive Vice President

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

Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: Chief Housing Officer (for ODM assigned task orders); or
Chief Property Officer (for CCD asigned task orders)

With a Copy to:

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

ARTICLE XIAUTHORITY

11.1 CHA's Authority. Execution of this Agreement by the CHA is pursuant to the United States Housing Act of 1937, 42 U.S.C. §1437 et seq., regulations promulgated by HUD, and the Illinois Housing Authorities Act. 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

11.2 Consultant's Authority. Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors and the signature(s) of each person signing on behalf of Consultant, has been made with complete and full authority to commit Consultant to

all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the CHA and Consultant have executed this Agreement as of the date first written above.

CHICAGO HOUSING AUTHORITY

By: _____
Dionna Brookens
Senior Director of Procurement

CARNOW CONIBEAR & ASSOCIATES, LTD.

By: _____

David J. Kedrowski
Execcuitve Vice President

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

By: _____
Scott Ammarell
Chief Legal Officer

EXHIBIT I

STATEMENT OF WORK

A. Scope of Work. The Consultant will provide complete environmental consulting services in connection with modernization activities at the Properties, as are usually and customarily performed, rendered or done by environmental consultants preliminary to and in connection with redevelopment, capital construction, property acquisition, rehabilitation and modernization activities of dwelling and non-dwelling buildings, facilities or sites, including, but not limited to, all such work and services as are described below and each Task Order issued there under the Contract (hereinafter collectively rreferred to as ECS or the Services).

B. Statement of Work. The Consultant, upon issuance of a Task Order by CHA, shall provide professional ECS including, but not limited to the following:

i. Preparing technical specifications for environmental remediation services to be procured by the CHA. Such services may include, but are not limited to: lead and asbestos abatement; Underground Storage Tank (UST) removal; remediation of Polychlorinated Biphenyl (PCB) contaminated soil and groundwater; various environmental testing, which can include tests for lead, asbestos, indoor air quality (IAQ), PCBs, hazardous waste, and other contaminants, archeological investigations and the oversight and reporting of environmental remediation conducted under the SRP.

ii. Designing various remediation projects for the CHA. Such projects may include, but are not limited to: Leaking Underground Storage Tanks (LUSTs); lead abatement; asbestos abatement; hazardous waste removal; PCB soil remediation and SRP projects.

iii. Advising the CHA on various environmental issues. Such issues may include, but are not limited to: lead and asbestos testing and abatement; UST removal; remediation of contaminated soil and/or groundwater; hazardous waste removal and disposal.

iv. Interfacing with various Federal, State, and local agencies on behalf of the CHA. Such agencies can include, but are not limited to: USEPA; USDOT; OSHA; IEPA; IDPH; IHPA: City of Chicago Department of Environment; Chicago Fire Marshal; City of Chicago Building Department; City of Chicago Department of Streets and Sanitation; the Chicago Department of Health: the Chicago Department of the Underground.

v. Researching applicable Federal, State, and local regulations and informing CHA of pertinent changes in regulations.

vi. Providing environmental oversight of field activities during lead and asbestos abatement, and during environmental remediation activities, which may include reconciliation of remediation draws by the remediation contractor.

More specifically, the Consultant may be required to provide all professional ECS to obtain No Further Remediation ("NFR") letters for CHA redevelopment sites ("Sites") through the Illinois Environmental Protection Agency's ("IEPA") voluntary Site Remediation Program ("SRP"), including but not limited to site investigation, contaminant delineation, remediation oversight and all required report writing as specified under 35 IAC 740 and 742 et seq., asbestos and lead abatement and other ECS described in further detail in paragraphs C through R below.

C. Provision of Phase I - Environmental Site Assessments ("ESAs")

i. Prepare Phase I ESAs in accordance with ASTM Standard E1527-05 (or most recent update) and include historic certified Sanborn Maps.

ii. When applicable, include a limited visual asbestos inspection to determine the potential presence of asbestos-containing materials (ACM), a determination as to the potential presence of PCB-containing ballasts and/or equipment, as well as a determination as to the potential presence of lead-based paint

iii. Provide a to-scale CADD drawing of the site as a part of the report showing, at a minimum:

1. Property Boundaries
2. Location of all recognized environmental conditions ("REC"s)
3. Streets and Landmarks

iv. In addition to conclusions and recommendations, provide a simple work plan for recommendations for further work. If a Phase II ESA is recommended, provide sample locations, number of samples and analysis recommended, and any other additional work.

v. Incorporate changes as a result of CHA review.

vi. The following additional services may be requested including any or all of the following activities:

1. Present Land Uses
2. Location and size of the site (include photographs of site).
3. Legal Description.
4. Description of Structures and usage, including date of construction.
5. Description of adjacent land uses (check aerial maps, if available, and census records, past and present).
6. Description of geography, hydrology, topography, etc.

7. Describe with particularity all activities at the site i.e., manufacturing processes, waste disposal, cleaning activities, etc.

8. Describe the current owner/operation's environmental compliance program.

9. Site History
   a. Identify previous uses and history of adjacent land uses.
   b. Research past owners or operators at site who may have generated, treated, stored or disposed of hazardous materials.

10. Historic research
   a. Deed and title search
   b. Municipal documents i.e., permits, zoning ordinances, tank registrations
   c. Business directories
   d. Cartographic sources including Sanborn fire insurance maps, USGS Topographic maps, zoning maps, land use maps, and aerial photographs
   e. Other governmental records
   f. Newspaper accounts, court records, technical publications, archival records, company records and brokerage directories
   g. Census records
   h. Interview past and present owners and operators, including tenants, and if necessary, employees

11. Regulatory Records Review
   a. Database reviews of hazardous wastes and hazardous substances such as, but not limited to: RCRA compliance and notification; USTs; CERCLA/SARA; MSDS and Manifests; HMIRS; determining the nearest NPL and CERCLIS sites; etc.
   b. Contacting appropriate regulatory agencies for review of permits, licenses, copies of any documents filed or received, etc.
   c. The Security and Exchange Commission records must be checked to ascertain mandated disclosures of the company's environmental liabilities and policies.
   d. Compliance with state and local codes including notices of violation, notices of inquiry or citations.
   e. Investigating environmental liens.
   f. Investigating adjacent property uses through directories, title searches, etc.

12. Site Walk-Through with Plant Managers/Representative
   a. Identify visible signs and extent of contamination
   b. Inspection of stained or disturbed soils; unusual topographical conditions; distressed vegetation, identify extent of findings and locate on site map.
   c. Pits/ponds/lagoons/piles
   d. Surface waters and drainage
   e. Containment/materials stored on site
   f. Evidence of any observed release

g. Potential migration pathways including soil exposure pathways
h. Dumpster areas
i. Differential settlement
j. Debris

13. Waste Streams
    a. Disposal on-site and off-site
    b. Manifests
    c. Destination
14. Wastewater/Wastewater pretreatment

15. NPDES permits

16. Municipal sewer permits
17. Evidence of compliance with permits/test results

18. Solid Waste

19. Liquid, Hazardous, Non-Hazardous, and Special waste Disposal Service

20 Air Emissions
    a. Permits
    b. Pollution control devices
    c. Evidence of compliance with permits/test results
    d. Odors, fumes or dust
    e. Dispersion Modeling
    f. Noise and Vibration
    g. Monitoring
    h. Reporting and interpretation

21. Buildings
    a. Investigate stained or damaged floor drains
    b. Containers/drums containing hazardous materials--evidence that may suggest that hazardous materials may have been improperly stored, used, treated or disposed at the site
    c. Asbestos Survey--to determine if asbestos was either in the construction of the facility or added after construction i.e., roofing materials, flashing, ceiling or floor tiles, heating or pipe insulation; inspect the condition of the material i.e., is it friable.
    d. Check ventilation systems
    e. Loading docks
    f. Waste treatment areas
    g. Electrical equipment
    h. Storage areas
    i. Radon
    j. Lead paint, including lead surveys for single, multi-family dwellings

housing children with elevated blood lead levels

22. Above Ground and Underground Storage Tank (UST) Investigation
    a. Visual inspection to locate tanks or equipment related to the tanks i.e., information related to size, age and contents
    b. Check registration with state and local authorities and all other applicable regulatory agencies.
    c. Leaking underground storage tanks (LUSTs)
    d. Check if USTs have been removed, testing records, the status of any tanks abandoned in place.

23. PCB Investigation
    a. Identify presence of polychlorinated biphenyls (PCBs) in electrical transformers, ballasts, capacitors, and other hydraulic equipment.
    b. Determine ownership
    c. Check for leaks

24. Owner/Operator's spill prevention program and employee safety program

25. Method of treatment and disposal of wastes

26. Barrels, Drums and other Containers of Chemical Waste, including but not limited to the following:
    a. Identification and classification of contents.
    b. Notification to proper regulatory agencies.
    c. When requested, contact the applicable governmental agency for analysis and legal removal/disposal.

27. Neighborhood Hazardous Waste Activity Review. Check with the United States and Illinois Environmental Protection Agencies regarding sites within one mile radius of subject property to determine whether hazardous waste activities were conducted on neighboring properties. Review Historical Inventory of Solid Waste Disposal Sites (HISWD) for northeastern Illinois to determine the presence of any known landfill sites within one mile radius of the subject property.

28 Recommendations for Further Action(s)
    a. Identification and characterization of environmental hazards.
    b. If requested by the CHA, preparation of a statement regarding the nature and extent of problems and an estimate of costs to correct them.
    c. Findings, Conclusions and Recommendations.

D. Perform all or part of a Phase II Audit as requested by the CHA, including any or all of the following activities:
    i. Asbestos/Lead. If Asbestos/Lead Containing Materials are found during the Phase I Audit or are suspected, samples should be collected for lab analysis.

ii. Sampling and Testing of Underground Storage Tanks
    1. Tank Tightness Methods
        a. Hydrostatic
        b. Vacuum
    2. Leaking Tanks
        a. Soil Sampling
        b. Priority Pollutants
        c. Benzene, Ethyl benzene, Toluene and Xylene Test
        d. Polynuclear Aromatic Hydrocarbons (PNAs)
        e. Heavy Metals
        f. Pesticides

iii. Volatile Organic Compounds
    1. Groundwater Analysis
    2. Sampling
    3. Establishing monitoring wells; generating reports

iv. Adjacent Land/Pollution, suspected contamination. All work shall meet the current standards of the Illinois Site Remediation Program as defined under 35 IAC 740 and 742 et seq., including lab certification

    1. Soil sampling and analysis
    2. Groundwater sampling and analysis
    3. Findings, Conclusions and Recommendations

v. Report on results of Phase II ESA including, but not limited to the following:
    1. Describe work, including sampling methods, equipment used, etc.
    2. Tabulate analytical results and compare to Tier 1 standards
    3. Provide a site map(s) and show sampling locations including graphical depictions of locations where Tier 1 standards have been exceeded identifying the contaminants of concern and the levels exceeded
    4. Provide soil boring logs and well installation and development data
    5. Make recommendations for further Phase II ESA activities to delineate horizontal and vertical extent of contamination.
    6. If no additional Phase II activities are required, submit Phase I & II ESAs as the Comprehensive Site Investigation Report (CSIR) to the IEPA.
    7. Incorporate changes from CHA, after review

vi. Environmental Drilling, Sampling and Laboratory Testing Services
    1. HAZMAT 40-Hour OSHA trained drillers and drilling service with capabilities to perform environmental subsurface investigations
    2. Groundwater monitoring well installation
    3. Environmental sampling of groundwater
    4. Environmental laboratory testing of soil and groundwater samples including analytical testing at USEPA certified laboratory

5. Provide appropriate materials for the collection, shipping and handling of samples for testing

vii. Recommendations for Further Action, if requested by the CHA. Consultant shall utilize Risk-Based Corrective Action (RBCA) procedures or other standards as designated by the CHA (i.e., tiered approach to clean-up objectives).

viii. Cost Estimates for Remediation Activities, if requested by the CHA.

E. Perform Phase III Remediation Activities as directed by the CHA. The CHA will determine the extent of any remediation it deems necessary and practical to undertake. The Consultant may be requested to prepare all necessary specifications, plans, and/or drawings required for the CHA to bid the remediation work or for the Consultant's Team Member(s) to perform the actual site remediation work. The scope of work may include, but not be limited to the following:

i. Prepare all necessary specifications, plans, drawings for the actual site remediation work including surveying, preparation of topographic maps and cost estimates;

ii. Notification of Appropriate Authorities and Regulatory Agencies;

ii. Timely reporting to all agencies as required by Federal, State or local laws and regulations;

iv. Removal (USTs, soil, drums);

v. Asbestos removal;

vi. On-site treatment;

vii. Groundwater Remediation and Monitoring;

viii. Disposal Procedures;

ix. Operations and Maintenance Program;
x. Procedures regarding Abandonment of a Site;

xi. Recommendations for Further Action, if requested by the CHA;

xii. IEPA-LUST Reimbursement;

xiii. Lead abatement and/or lead abatement oversight activitie

F. The CHA reserves the right to have Phase III Remediation Activities performed in any of the following manners:
i. Competitively bid the site remediation work, on a project by project basis.

ii. Utilize firms under existing CHA contract.

ii. Consultant performs site remediation by its proposed Team Member(s).

G. National Environmental Policy Act ("NEPA") Review in Response to HUD Part 50/58 Environmental Assessment Requirements. The Consultant will perform an environmental assessment ("EA") of the full scope of the subject proposed federal project action, prepare a written narrative report of the findings of the EA, prepare an environmental review record ("ERR") documenting the entire assessment process, and recommend a level of clearance determination in accordance with current HUD procedures for compliance with NEPA and other authorities, as set forth in 24 CFR Part 50/58 and HUD guidelines for performing reviews in compliance with NEPA. CHA anticipates the following steps to complete this task:

i. Define scope of project by working closely with CHA and/or CHA's Responsible Entity (defined under 24 CFR Pt. 58 et seq., as amended).

ii. Perform a historic property review in compliance with 36 CFR 800 et seq., as amended, commonly referred to as a 106 review.

iii. Perform an EA in accordance with the HUD recommended format in 24 CFR Part 50/58 and HUD guidelines for performing reviews in compliance with NEPA, including noise assessment. The noise assessment may be requested by CHA as a numerical estimate or actual 24 hour measurements. Either method must follow HUD guidance documents for noise assessments.

iv. Identify, review, organize and assemble all documentation required for the EA into one comprehensive document.

v. Maintain a written record of the environmental review undertaken for the project. The ERR must be appropriate for public review.

vi. Coordinate and conduct public meetings and community outreach and education meetings during which the findings of the EA must be presented and discussed, as requested by CHA.

vii. (Optional) At the request of CHA perform a Phase I Archeological Investigation. A Phase I investigation consists of a combination of background research and fieldwork designed to identify resources and define site boundaries within a given project area or Area of Potential Effect (APE). Phase I fieldwork consists of a number of methods including pedestrian survey, excavation of shovel test probes, remote sensing, and deep testing of appropriate landscapes. The use of specific field methods and techniques is dependent upon the type of ground cover present, the topographic setting, and the amount of observed disturbance in a given situation. This work will require consultation with the CHA and IHPA staff and will require IHPA approval prior to commencement of both the archeological consultant and the Scope of Work to be performed.

H. Phase II ESA – Delineation

i. All delineations will take into account revisions to the requirements in the SRP to include the evaluation of the soil vapor intrusion pathway that became part of the SRP regulations on July 15, 2013, and which may be amended from time to time. The purpose of this work is to delineate the horizontal and vertical limits of contamination and to collect all information needed to complete the CSIR required by the IEPA SRP. Work in addition to that described above may include the collection of soil samples from non-impacted areas for total organic carbon (TOC) fraction for the calculation of Tier 2 objectives. It may also include performing slug tests to establish hydraulic conductivity.

ii. As with all reports, allow for time to incorporate CHA and Developer comments before submitting report to the agency. At the completion of the approved report, and with the approval of CHA, enroll the site in the IEPAs voluntary site remediation program (SRP), along with forms DRM-1 and DRM-2. The Consultant may be required to provide the enrollment and review fees associated with this filing to the IEPA, to be reimbursed by CHA at cost. The Consultant will respond to all IEPA comments until approval is obtained working with comments from CHA.

iii. Remedial Objectives Report (ROR) and Remedial Action Plan (RAP).

iv. Prepare a ROR and a RAP that describe the proposed method(s) of remedial action at the site for the eventual issuance of a NFR letter for the site. Although previous CHA redevelopment sites to date have been remediated by removing contaminated media from the site, this should not preclude other options that meet the schedule requirements of the development and may be cost effective. The Developer and CHA will review these documents, prior to submittal to the IEPA. The Consultant will respond to all IEPA comments until approval is obtained.

v. E. Soil Management Plan (SMP)/Cut & Fill Calculations.

vi. Based on the findings of the CSIR, and the work proposed in the ROR and the RAP, prepare an SMP to detail the management of contaminated materials and provide guidance for individuals involved in the remedial action work. The SMP should identify remediation zones, offer guidelines for handling soils and materials from each zone and identify contingency equipment needed to minimize releases to the environment and to protect worker health and safety. The roles and responsibilities of CHA, Developer, Developer sub-contractors and Consultant must be identified in the SMP.

vii. As a part of this effort, perform cut & fill calculations for the site. These calculations should include a breakdown of soils by waste characterization (hazardous, special, etc.) as well as soils being removed as part of the development (incremental price needed for special disposal requirements such as soil excavated for foundations), and as part of general remediation including the amount of clean backfill that is required to replace contaminated soil. Work on these numbers will involve arriving at consensus between the Developer and CHA.

I. Phase III - Site Remediation/Engineered Barrier Installation Oversight

i. Provide field personnel for oversight, verification and documentation of quantities for the following:

1. The removal of contaminated soils associated with construction and remediation activities, including verification of depths and dimensions.

2. The construction and remediation activities associated with engineered barrier installations, including verification of depths and dimensions.

3. The storage and placement of clean soils that are brought to the site, including field screening as it arrives at the site for indications of contamination.

ii. Field personnel will sign waste manifests (as agents of CHA)

iii. Collect soil samples as required to satisfy requirements of IEPA SRP documents.

iv. Provide air monitoring for volatile organic compounds ("VOC"), particulates and other contaminants of concern as required and/or requested by CHA.

v. Obtain water samples and conduct design services necessary to apply for and obtain discharge permits from the Metropolitan Water Reclamation District of Greater Chicago (MWRD), if requested by CHA.

vi. Consultant to attend coordination meetings with CHA and developer.

vii. Provide monthly status reports regarding a summary of site activities, percent complete for each work area, quantities of contaminated soil removed, issues to be resolved, etc.

viii. Consultant will verify the volumes of contaminated soil removed from the site and clean soil delivered as part of the reimbursement process with the Remediation contractor selected for the site

ix. Consultant will notify CHA when the estimated volumes of contaminated soil and/or clean fill are exceeded and will proceed with a variance investigation at the request of CHA.

x. Remedial Action Completion Reports (RACR). At the completion of work, compile information required and prepare RACRs for the number of zones identified. After review and comment by the CHA and Developer, the Consultant will incorporate changes and submit reports to the IEPA. An Illinois Licensed Professional Engineer must certify the RACRs. The Consultant will respond to any comments provided by the IEPA until a comprehensive NFR letter is obtained.

xi. Targeted Remediation Services. Provide all Services required to conduct the following activities associated with remediating targeted areas of the property prior to on-site Developer activities:

1. Underground storage tank (UST) removal

2. Illegal dump clean-up
3. Removal of hazardous materials of construction abatement (including, but not limited to, lead based paint, asbestos containing materials, mercury, PCBs and other hazardous materials).
4. Removal of PCB contaminated soil, including the preparation and submission of supporting reports as required under 40 CFR 761, et seq. (USEPA TSCA regulations).
5. Evaluation for the potential for Soil Vapor Intrusion (per ASTM E2600-08 and the appropriate sections of 35 IAC 740 and 742 et seq.), including the sampling and testing for potential soil gas contaminants of concern.
6. Radon measurement in existing buildings.
7. Removal of miscellaneous waste management.

J. Asbestos, Lead and Microbial Services

i. Inspect, sample and quantify suspect asbestos, lead and mold containing materials as requested by CHA.

ii. Perform oversight of asbestos and lead based paint removal, including air monitoring and documentation of all activities, as required by USEPA, IDPH, OSHA and City of Chicago ordinances, as requested by CHA.

iii. Provide air monitoring for respirable dust and particulate matter (PM10) at CHA demolition sites.

iv. Attend coordination meetings with CHA and/or general contractor.

v. Respond to violations and inquiries by USEPA, IDPH, OSHA and City of Chicago Department of the Environmental and other Federal, State and local agencies, as requested by CHA.

K. Miscellaneous Site Services

Provide through sub-contract arrangements or in-house staff the following services:

i. Surveying services associated with site layout, establishment of site boundaries, cut and fill calculations and volumes of waste removed from site.

ii. Installation of security fencing including gates, locks and signs.

iii. Stand-alone noise monitor pursuant to HUD guidelines, 24 CFR PT. 50/58 et seq. as amended and applicable current HUD guidance documents.

L. Program Environmental Consulting

Assist CHA on an as needed basis to administer and advise in any way required to assist ODM in the completion of the redevelopment program. Tasks may involve any or all of the following:

i. Review reports completed by other Consultants;

ii. Provide administrative assistance including filing, copying and other administrative functions.

iii. Provide project management assistance including tracking progress, budgets, schedules, and deliverables from environmental consultants;

iv. Coordinate environmental consultant investigations, sampling, and reporting;

v. Advise ODM staff on remediation, excavation and haul agreements, reviewing unit costs, remedial quantities, and remedial cost estimates;

vi. Assist with the development of consistent reports;

vii. Coordinate waste characterization sampling, soil waste profiles, permitting and manifesting;

viii. Provide support in negotiating contract change orders with project environmental consultants and remediation contractors;

ix. Attend meetings and coordinate with regulatory agencies and with various City Departments and other government agencies; and

x. Provide information technology (IT) services associated with developing and maintaining web sites associated with each site, when requested by CHA.

xi. Research applicable Federal, State, and local laws statues, ordinances, rules and regulations and inform the CHA of pertinent changes in same in support of the Program.

M. RELPE

Provide document review as a "Review and Evaluation Licensed Professional Engineer (RELPE) as requested by the CHA. (Note: State in proposal whether or not applicant has acted in this capacity with the IEPA on previous projects.)

N. Reliance

The Consultant will be required to provide expressed written authorization, for additional parties, such as developer(s) and mortgagor(s) of the subject project, to rely upon the accuracy of the information, findings, or conclusions contained within any and all reports produced in conjunction with this program, This authorization is to be in the form of a Reliance Letter, at no additional charge.

O. Certification to HUD of the Reasonableness of Costs and Services

The Consultant will be required to provide expressed certification to HUD that the costs of remediation, unit prices and other remediation activities are within standard and customary costs. Project cost over runs must be documented and explained, as required by CHA. This certification is to be charged at the hourly rates stated on the Fee Proposal Form.

P. Deliverables

The Consultant will provide as part of their Services certain deliverables which will be

adequate to maintain the various environmental compliance regulations that cover the CHA properties.

i. Deliverables may include reports as listed in the scope of service, schedules, photographs, descriptive graphics as required, records, surveys, inspections, recommendations and "due diligence" documents.

ii. Reports, studies, surveys, property inspections, recommendations and similar documents will be provided in written and bound form with photographic documentation and graphics adequate for the use intended. All reports will be submitted in triplicate, with original quality graphics.

iii. Phase III deliverables may require the preparation of all necessary specifications, plans, drawings for the actual site remediation work including surveying, preparation of topographic maps and cost estimates required for the CHA to bid the remediation work.

iv. The Consultant may provide electronic files and media in formats directly readable and compatible with the Owner's CADD software and information management software. The following formats are acceptable:
   1. AutoCAD DWG or DXF for all graphics.
   2. Microsoft WORD for text.
   3. Microsoft Excel for data.
   4. Other formats upon written approval of the CHA.

v. Before files are placed on delivery media, the Consultant shall perform the following procedures:
   1. Remove all extraneous graphics outside the border area and set active parameters to standard setting or those in the seed file
   2. Assure all reference files are attached without device or directory specifications
   3. Compress and reduce all design files using the appropriate utilities (note: a digital media copy of the decompression utility shall be provided with the deliverable if appropriate. E.g. PKUNZIP)
   4. Include all files, graphic and non-graphic required for the Project
   5. Assure that none of the files are device and directory dependent
   6. Document all non-standard fonts
   7. 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

vi. Upon request, the EC shall supply the CHA with a copy of the actual software used for virus checking and removal.

Q. Accounting Statements

The Environmental Consultant shall submit separate statements for costs incurred on the

Project for each separate CHA building (noting each CHA building designation number), as required pursuant to the Contract.

R. Governing Regulations/Guidances/Manuals

All work to be performed under this Contract shall be in compliance with the latest version or edition of all pertinent federal, state and local statutes, ordinances, regulations, rules, recommendations and guidelines, including but not limited to:

i. U.S. Environmental Protection Agency (EPA) 40 CFR Part 763
ii. U.S. Department of Housing and Urban Development (HUD) Regulations, 24 CFR Part 35
iii. U.S. Department of Housing and Urban Development, Lead-Based Paint Interim Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995 edition and subsequent revisions thereto
iv. Illinois Environmental Protection Agency (IEPA) 35 IAC 732, Illinois LUST Program, June 1997 edition and subsequent revisions thereto
v. IEPA 35 IAC 740, Illinois Site Remediation Program (SRP), June 1997 edition and subsequent revisions thereto.
vi. IEPA 35 IAC 742, Tiered Approach to Corrective Action Objectives (TACO), June 1997 edition and subsequent revisions thereto
vii. 41 Illinois Administrative Code Part 170, entitled "Storage, Transportation, Sale and Use of Petroleum and other Regulated Substances
viii. National Emissions Standard for Hazardous Air Pollutants (NESHAP)
ix. Rules and Regulations for the Asbestos Abatement Act, as amended, (Illinois Administrative Code, Chapter I; Department of Public Health (IDPH) Subchapter p: Hazardous and Poisonous Substance, Part 855, Asbestos Abatement for Public and Private Schools in Illinois)
x. Rules and Regulations of the Lead Poisoning and Prevention (77 Illinois Administrative Code, Chapter I; Department of Public Health (IDPH) Subchapter p: Hazardous and Poisonous Substance, Part 845 Lead Poisoning Prevention Code).
xi. Archeological and Paleontological Resources Protection Act (20 ILCS 3435),
xii. Human Skeletal Remains Protection Act (20 ILCS 3440)
xiii. Department of Natural Resources Subchapter a: Lands Part 370
xiv. The Protection of Archeological Resources (17 IAC 370 et seq.),
xv. Illinois Historic Preservation Agency Part 4170 and Part 4190
xvi. Rules for the Protection, Treatment and Inventory of Unmarked Human Burial Sites and Unregistered Grave (17 IAC 4170 and 4190 et seq.),
xvii. Missing Persons Identification Act (50 ILCS 722 et seq.)
xviii. Protection of Historic Properties (36 CFR 800 et seq.)

EXHIBIT II

GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS HUD FORM 5370-C (10/2006)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2010)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** (*without* maintenance) **greater than $100,000 - use Section I**;
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than $2,000 but not more than $100,000 - use Section II**; and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $100,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.
(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.
(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) 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 for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

EXHIBIT III

BEST AND FINAL FEE PROPOSAL

CHA

CHICAGO HOUSING AUTHORITY

December 30, 2013

David J. Kedrowski
Executive Vice-President
Carnow Conibear & Associates, Ltd.
600 West Van Buren Street, Suite 500
Chicago, IL 60607

Z. Scott
Chairperson

Matthew Brewer
Mark Cozzi
Dr. Mildred Harris
Harriet Johnson
Myra King
John G. Markowski
M. Bridget Reidy
Rodrigo A. Sierra
Board of Commissioners

Michael R. Merchant
Chief Executive Officer

RE: Request for Best and Final Offer
RFP # 13-01207 Environmental Consulting Services – CHA Wide

Dear Mr. Kedrowski:

Please provide the Chicago Housing Authority ("CHA") with a best and final offer in accordance with the original Scope of Services as outlined in the above-referenced Request for Proposal.

Please indicate (check) your decision below and fax a copy of this letter and, if applicable, your best and final offer to Sandra Freeman, Procurement Specialist, at (312) 913-5854 no later than 11:00 a.m. January 6, 2014.

Should you have any questions, please contact Sandra Freeman at (312) 913-5854 or sfreeman@thecha.org.

_____ Previous offer shall be considered as best and final

__X__ My Best and Final offer is attached
(Include detailed breakdown of all tasks provided)

Sincerely,

for Thomas N. Serafini
Assistant Director, Procurement and Contracts Department

Cc: Procurement File

Chicago Housing Authority
60 E. Van Buren
Chicago, IL 60605
312-742-8500
www.thecha.org

REQUEST FOR PROPOSALS ("RFP") No. 13-01207
CHA WIDE ENVIRONMENTAL CONSULTING SERVICES

ATTACHMENT A
FEE PROPOSAL FORM
TWO (2) YEAR BASE

All rates must be inclusive of any anticipated consumable costs including, shipping, office supplies, outside consulting services, etc. or (A breakdown of all charges, expenses and all proposed operational costs, administrative costs, overhead and profit must be submitted in an attachment with the Fee Proposal Form. Please include any costs not covered on this form but is a part of the total price submittal.)

I. Fully Loaded Hourly Billing Rates

	HOURLY COST
Project Manager	$135.00
Project Principle	$150.00
Quality Assurance Officer	$120.00
Health & Safety Officer	$65.00
Task Leader – Phase I	$80.00
Task Leader – Phase II	$80.00
Task Leader – Phase III	$80.00
Industrial Hygienist	$70.00
Certified Industrial Hygienist	$150.00
Level I Archeologist (As defined by 17 IAC 4190.405 (et seq.)	$104.55
Level II Archeologist (As defined by 17 IAC 4190.405 (et seq.)	$80.79
Level III Archeologist (As defined by 17 IAC 4190.405 (et seq.)	$62.79
Asbestos Project Manager – Senior Staff	$70.00
Asbestos Project Manager – Junior Staff	$65.00
Asbestos Project Designer	$150.00
Asbestos Inspector – Senior Staff	$70.00
Asbestos Inspector – Junior Staff	$55.00
Lead Risk Assessor – Senior Staff	$70.00
Lead Risk Assessor – Junior Staff	$65.00
Lead Inspector with XRF equipment	$70.00
Air Sampling Professional with equipment	$70.00
Environmental Technician	$50.00
Environmental Engineer – Senior Staff	$90.00
Licensed Professional Engineer	$125.00
Licensed Professional Geologist	$80.00
Professional Engineer – Senior Staff	$85.00
Professional Engineer – Junior Staff	$75.00
Geotechnical Engineering	$140.00
Risk Assessment/Data Validation Specialist	$75.00
Toxicologist	$100.00
Field Manager	$80.00
Field Engineer	$70.00
Field Scientist	$65.00
Administrative Support	$40.00
CADD Operator	$55.00
Surveyor – Lead	$171.00
Surveyor – (2 Man Crew)	$168.00

ATTACHMENT A
FEE PROPOSAL FORM
TWO (2) YEAR BASE

II. Laboratory Analysis:

(NOTE: TURNAROUND TIMES (TAT) INDICATED BEGIN FROM THE TIME THE CONSULTANT LEAVES THE WORK AREA/JOB SITE UNTIL THE TIME CHA RECEIVES THE ANALYTICAL RESULTS).

1 Asbestos:

A. Phase Contrast Microscopy (PCM):

TAT	24-Hour	48-Hour	5-Day
	$ 12	$ 9	$ 6

B. Polarized Light Microscopy (PLM):

TAT	24-Hour	48-Hour	5-Day
	$ 12	$ 9	$ 6

C. Point counting (defined as 400 countable fields):

TAT	24-Hour	48-Hour	5-Day
	$ 112	$ 75	$ 40

D. Transmission Electron Microscopy (TEM):

TAT	24-Hour	48-Hour	5-Day
Air	$ 75	$ 55	$ 40
Tile or Roofing	$ 75	$ 40	$ 25

2. Lead

A. Paint sample analysis by Atomic Absorption Spectroscopy:

TAT	24-Hour	48-Hour	5-Day
	$ 16	$ 14	$ 10

B. Lead Dust in Air:

TAT	24-Hour	48-Hour	5-Day
	$ 32	$ 27	$ 18

C. Wipe Samples:

TAT	24-Hour	48-Hour	5-Day
	$ 12	$ 9	$ 6

ATTACHMENT A
FEE PROPOSAL FORM
TWO (2) YEAR BASE

D. Lead in Soil:

TAT	24-Hour	48-Hour	5-Day
	$ 32	$ 27	$ 18

E. Lead in Water:

TAT	24-Hour	48-Hour	5-Day
	$ 32	$ 27	$ 18

F. Polychlorinated Biphenyls (PCB's) (Method 8082)

i.	Oil Sample:	5-day TAT	$ 40
ii.	Soil Sample:	5-day TAT	$ 40
iii.	Water Sample:	5-day TAT	$ 40
iv.	Wipe Test:	5-day TAT	$ 40
v.	Air sample: (NIOSH 5503)	5-day TAT	$ 70

3. Microbiology:

A. Mold & Fungi:

TAT	24-Hour	48-Hour	5-Day
Total Count	$ 62	$ 55	$ 47
Count & ID	$ 62	$ 55	$ 47

B. Tape Lift, Swab and Bulk Samples:

TAT	24-Hour	48-Hour	5-Day
ID	$ 62	$ 55	$ 47
Count & ID	$ 62	$ 55	$ 47

4. Radon (includes canister & analysis) $ 10

5. Volatile organic compounds (method 8420)
   A. Soil: 5-day TAT $ 65
   B. Water: 5-day TAT $ 65

ATTACHMENT A
FEE PROPOSAL FORM
TWO (2) YEAR BASE

6. Hazardous Waste

A. Toxicity Characteristic Leaching Procedure (TCLP Method 1311), includes analysis for pesticides:

Solids:	5-day TAT	$ 110
Grease & paint:	5-day TAT	$ 110
Oil:	5-day TAT	$ 110

B. Eight (8) RCRA metals.

TAT	24-Hour	48-Hour	5-Day
	$ 120	$ 110	$ 64

C. Thirteen (13) RCRA metals.

TAT	24-Hour	48-Hour	5-Day
	$ 160	$ 140	$ 82

6. Hazardous Waste

A. General Waste Characterization Sample

TAT	24-Hour	48-Hour	5-Day
(Method does not allow for 24 hr TAT)	$ N/A	$ 2500	$ 1100

7. Petroleum Products

A.	Flash point	$ 25
B.	Moisture content	$ 5
C.	Total Halogens	$ 75
D.	Each metal, (Arsenic, Lead, etc.)	$ 8
E.	Heating Value	$ 90
F.	Type of Fuel Test (No. 6,5 2, etc), max. unit cost:	$ 120

8. UST/LUST Site

A. BTEX (EPA 8240)

	Per Sample Soil	Groundwater
1. 5-day TAT	$ 30	$ 30
2. 48-hour TAT	$ 40	$ 40
3. 24-hour TAT	$ 55	$ 55

ATTACHMENT A
FEE PROPOSAL FORM
TWO (2) YEAR BASE

B. PAH-Combined Total Carcinogenic (EPA 8310) and Non-carcinogenic PNA's.

TAT	24-Hour	48-Hour	5-Day
	$ 120	$ 100	$ 65

C. LUST priority pollutants (EPA method 8080, 8240, 8270 & TCLP RCRA metals).

TAT	24-Hour	48-Hour	5-Day
	$ 800	$ 600	$ 420

UST/LUST Site

D. Target Compound List

Soil

TAT	24-Hour	48-Hour	5-Day
	$ 1000	$ 800	$ 500

Groundwater

TAT	24-Hour	48-Hour	5-Day
	$ 1000	$ 800	$ 500

8. Volatile Compounds (59 TACO volatile chemicals listed at 35 IAC 742.Table J) to meet the requirements of 35 IAC Appendix B, Tables H, and I that are contaminants of concern for the vapor intrusion contamination route. At the time this RFP is issued the final agreed on test methods to meet the required detection limits have not been finalized. CHA expects the successful respondents to meet the requirements of the established test methods when and if they are amended.

A. Compounds Listed on Appendix B Tables H/I as Soil Gas

TAT	24-Hour	48-Hour	5-Day
	$ 525	$ 480	$ 300

B. Compounds Listed on Appendix B Tables H/ I In Groundwater

TAT	24-Hour	48-Hour	5-Day
	$ 525	$ 480	$ 300

REQUEST FOR PROPOSALS ("RFP") No. 13-01207
CHA WIDE ENVIRONMENTAL CONSULTING SERVICES

ATTACHMENT A
FEE PROPOSAL FORM
TWO (2) YEAR BASE

C. Driller Services:

1.	Mobilization	$ 250
2.	Cost per day Drill Rig & Crew (include decontamination/expendables)	$ 2250
3.	Cost per day Geoprobe Rig & Crew (include decontamination/expendables)	$ 1500
4.	Concrete Coring per day	$ 1000
5.	Disposal of Drum - Soil Cuttings	$ 350
6.	Disposal of Drum - Decontamination	$ 350
7.	Disposal of Drum – Biological Waste	$ 650
8.	Well installation per Well (minimum 3) in addition to cost of drill rig (finished depth of 20 ft. bgs, 2" PVC well)	$ 885

D. Driller Services (continued from FP – 5):

9.	Magnetic Survey Cost per Day	$ 1000
10.	Other: _____	$ _____
	_____	$ _____
	_____	$ _____

E. Site Classification per Title XVI
IL Public Act 88-496

1. Soil boring for purpose of confirming soil classification. Boring depth 50ft. using continuous (2 foot) split spoon soil sampling.

a.	Cost per boring	$ 750

9. UST/LUST Site (continued from FP – 6)

A. Physical Soils Analysis

		COST PER SAMPLE
1.	Particle Size Analysis (ASTM D 422-63)	$ 75
2.	Moisture Content (ASTM D 2216090 or D 4643-87)	$ 5
3.	Permeability Test (Appropriate ASTM dependent on soils type)	$ 180
4.	Soil Classification (ASTM D 2488-90 or D 2487-90	$ 5
5.	Slug Test – In-Situ Hydraulic Conductivity Test (ASTM D 4044-91)	$ 1650

REQUEST FOR PROPOSALS ("RFP") No. 13-01207
CHA WIDE ENVIRONMENTAL CONSULTING SERVICES

ATTACHMENT A
FEE PROPOSAL FORM
TWO (2) YEAR BASE

B. Document Preparation for Site Classification:

1.	Site Classification – Work Plan	$ 3500
2.	Site Classification – Budget	$ 2000
3.	Site Classification- Completion Report	$ 5100

C. Document Preparation for LUST Site:

		SC	S/GWC
1.	20-day certificate	$ 150	$ 150
2.	45-day report	$ 3350	$ 3550
3.	Corrective action report.	$ 4950	$ 5450
4.	Closure report	$ 3350	$ 3550
5.	Reimbursement application	$ 2000	$ 2000
6.	Lump sum cost for items 1 through 5 above, per UST site	$ 13800	$ 14700

LEGEND: SC=Soil contaminated site; S/GWC=Total cost for soil and groundwater contaminated site.

(The above soil boring cost should include all associated costs such as mobilization and demobilization of equipment, rental, PID, etc.)

NOTE: RESPONDENTS SHALL COMPLETE ALL BLANKS AND SIGN THE FEE PROPOSAL FORM OR THE PROPOSAL MAY BE DEEMED NON-RESPONSIVE

Authorized Signature

Camow, Conibear & Assoc., Ltd.
Name of Company

David J. Kedrowski, M.S., CIH
Executive Vice President
Printed Name and Title

January 2, 2014
Date

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)

All rates must be inclusive of any anticipated consumable costs including, shipping, office supplies, outside consulting services, etc. or (A breakdown of all charges, expenses and all proposed operational costs, administrative costs, overhead and profit must be submitted in an attachment with the Fee Proposal Form. Please include any costs not covered on this form but is a part of the total price submittal.)

II. Fully Loaded Hourly Billing Rates

	HOURLY COST
Project Manager	$140.00
Project Principle	$150.00
Quality Assurance Officer	$130.00
Health & Safety Officer	$65.00
Task Leader – Phase I	$85.00
Task Leader – Phase II	$85.00
Task Leader – Phase III	$85.00
Industrial Hygienist	$70.00
Certified Industrial Hygienist	$160.00
Level I Archeologist (As defined by 17 IAC 4190.405 (et seq.)	$105.55
Level II Archeologist (As defined by 17 IAC 4190.405 (et seq.)	$80.79
Level III Archeologist (As defined by 17 IAC 4190.405 (et seq.)	$62.79
Asbestos Project Manager – Senior Staff	$70.00
Asbestos Project Manager – Junior Staff	$65.00
Asbestos Project Designer	$150.00
Asbestos Inspector – Senior Staff	$70.00
Asbestos Inspector – Junior Staff	$60.00
Lead Risk Assessor – Senior Staff	$70.00
Lead Risk Assessor – Junior Staff	$65.00
Lead Inspector with XRF equipment	$70.00
Air Sampling Professional with equipment	$70.00
Environmental Technician	$55.00
Environmental Engineer – Senior Staff	$95.00
Licensed Professional Engineer	$130.00
Licensed Professional Geologist	$85.00
Professional Engineer – Senior Staff	$95.00
Professional Engineer – Junior Staff	$85.00
Geotechnical Engineering	$150.00
Risk Assessment/Data Validation Specialist	$75.00
Toxicologist	$100.00
Field Manager	$85.00
Field Engineer	$75.00
Field Scientist	$70.00
Administrative Support	$45.00
CADD Operator	$65.00
Surveyor – Lead	$177.00
Surveyor – (2 Man Crew)	$176.00

II. Laboratory Analysis:

(NOTE: TURNAROUND TIMES (TAT) INDICATED BEGIN FROM THE TIME THE CONSULTANT LEAVES THE WORK AREA/JOB SITE UNTIL THE TIME CHA RECEIVES THE ANALYTICAL RESULTS).

2 Asbestos:

C. Phase Contrast Microscopy (PCM):

TAT	24-Hour	48-Hour	5-Day
	$ 12	$ 9	$ 6

D. Polarized Light Microscopy (PLM):

TAT	24-Hour	48-Hour	5-Day
	$ 12	$ 9	$ 6

C. Point counting (defined as 400 countable fields):

TAT	24-Hour	48-Hour	5-Day
	$ 112	$ 75	$ 40

D. Transmission Electron Microscopy (TEM):

TAT	24-Hour	48-Hour	5-Day
Air	$ 75	$ 55	$ 40
Tile or Roofing	$ 75	$ 40	$ 25

2. Lead

A. Paint sample analysis by Atomic Absorption Spectroscopy:

TAT	24-Hour	48-Hour	5-Day
	$ 16	$ 14	$ 10

B. Lead Dust in Air:

TAT	24-Hour	48-Hour	5-Day
	$ 32	$ 27	$ 18

C. Wipe Samples:

TAT	24-Hour	48-Hour	5-Day
	$ 12	$ 9	$ 6

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)

D. Lead in Soil:

TAT	24-Hour	48-Hour	5-Day
	$ 32	$ 27	$ 18

E. Lead in Water:

TAT	24-Hour	48-Hour	5-Day
	$ 32	$ 27	$ 18

F. Polychlorinated Biphenyls (PCB's) (Method 8082)

vi.	Oil Sample:	5-day TAT	$ 40
vii.	Soil Sample:	5-day TAT	$ 40
viii.	Water Sample:	5-day TAT	$ 40
ix.	Wipe Test:	5-day TAT	$ 40
x.	Air sample: (NIOSH 5503)	5-day TAT	$ 75

3. Microbiology:

D. Mold & Fungi:

TAT	24-Hour	48-Hour	5-Day
Total Count	$ 64	$ 57	$ 49
Count & ID	$ 64	$ 57	$ 49

E. Tape Lift, Swab and Bulk Samples:

TAT	24-Hour	48-Hour	5-Day
ID	$ 64	$ 57	$ 49
Count & ID	$ 64	$ 57	$ 49

4. Radon (includes canister & analysis) $ 12

5. Volatile organic compounds (method 8420)

A.	Soil:	5-day TAT	$ 65
B.	Water:	5-day TAT	$ 65

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)

6. Hazardous Waste

A. Toxicity Characteristic Leaching Procedure (TCLP Method 1311), includes analysis for pesticides:

Solids:	5-day TAT	$ 110
Grease & paint:	5-day TAT	$ 110
Oil:	5-day TAT	$ 110

B. Eight (8) RCRA metals.

TAT	24-Hour	48-Hour	5-Day
	$ 120	$ 110	$ 64

F. Thirteen (13) RCRA metals.

TAT	24-Hour	48-Hour	5-Day
	$ 160	$ 140	$ 82

6. Hazardous Waste

A. General Waste Characterization Sample

TAT	24-Hour	48-Hour	5-Day
(Method does not allow for 24 hr TAT)	$ N/A	$ 2500	$ 1100

7. Petroleum Products

A.	Flash point	$ 25
B.	Moisture content	$ 5
C.	Total Halogens	$ 75
D.	Each metal, (Arsenic, Lead, etc.)	$ 8
E.	Heating Value	$ 90
F.	Type of Fuel Test (No. 6,5 2, etc), max. unit cost:	$ 120

8. UST/LUST Site

	Per Sample	
	Soil	Groundwater
C. BTEX (EPA 8240)		
1. 5-day TAT	$ 30	$ 30
2. 48-hour TAT	$ 40	$ 40
3. 24-hour TAT	$ 55	$ 55

B. PAH-Combined Total Carcinogenic (EPA 8310) and Non-carcinogenic PNA's.

TAT	24-Hour	48-Hour	5-Day
	$ 120	$ 100	$ 65

C. LUST priority pollutants (EPA method 8080, 8240, 8270 & TCLP RCRA metals).

TAT	24-Hour	48-Hour	5-Day
	$ 800	$ 600	$ 420

UST/LUST Site

D. Target Compound List

Soil

TAT	24-Hour	48-Hour	5-Day
	$ 1000	$ 800	$ 500

Groundwater

TAT	24-Hour	48-Hour	5-Day
	$ 1000	$ 800	$ 500

8. Volatile Compounds (59 TACO volatile chemicals listed at 35 IAC 742.Table J) to meet the requirements of 35 IAC Appendix B, Tables H, and I that are contaminants of concern for the vapor intrusion contamination route. At the time this RFP is issued the final agreed on test methods to meet the required detection limits have not been finalized. CHA expects the successful respondents to meet the requirements of the established test methods when and if they are amended.

A. Compounds Listed on Appendix B Tables H/I as Soil Gas

TAT	24-Hour	48-Hour	5-Day
	$ 525	$ 480	$ 300

D. Compounds Listed on Appendix B Tables H/ I in Groundwater

TAT	24-Hour	48-Hour	5-Day
	$ 525	$ 480	$ 300

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)

C. Driller Services:

1.	Mobilization	$ 300
2.	Cost per day Drill Rig & Crew (include decontamination/expendables)	$ 2350
3.	Cost per day Geoprobe Rig & Crew (include decontamination/expendables)	$ 1750
4.	Concrete Coring per day	$ 1100
5.	Disposal of Drum - Soil Cuttings	$ 400
6.	Disposal of Drum - Decontamination	$ 400
7.	Disposal of Drum – Biological Waste	$ 650
8.	Well installation per Well (minimum 3) in addition to cost of drill rig (finished depth of 20 ft. bgs, 2" PVC well)	$ 950

D. Driller Services (continued from FP – 5):

9.	Magnetic Survey Cost per Day	$ 1250
10.	Other: _____	$ _____
	_____	$ _____
	_____	$ _____

E. Site Classification per Title XVI
IL Public Act 88-496

2. Soil boring for purpose of confirming soil classification. Boring depth 50ft. using continuous (2 foot) split spoon soil sampling.

b. Cost per boring $ 800

9. UST/LUST Site (continued from FP – 6)

A. Physical Soils Analysis

		COST PER SAMPLE
2.	Particle Size Analysis (ASTM D 422-63)	$ 75
2.	Moisture Content (ASTM D 2216090 or D 4643-87)	$ 5
6.	Permeability Test (Appropriate ASTM dependent on soils type)	$ 180
7.	Soil Classification (ASTM D 2488-90 or D 2487-90	$ 5
8.	Slug Test – In-Situ Hydraulic Conductivity Test (ASTM D 4044-91)	$ 1850

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)

C. Document Preparation for Site Classification:

1.	Site Classification – Work Plan	$ 3500
2.	Site Classification – Budget	$ 2000
3.	Site Classification- Completion Report	$ 5100

C. Document Preparation for LUST Site:

		SC	S/GWC
1.	20-day certificate	$ 150	$ 150
2.	45-day report	$ 3450	$ 3700
3.	Corrective action report.	$ 5000	$ 5600
4.	Closure report	$ 3450	$ 3650
5.	Reimbursement application	$ 2000	$ 2000
6.	Lump sum cost for items 1 through 5 above, per UST site	$ 14050	$ 15100

LEGEND: *SC=Soil contaminated site; S/GWC=Total cost for soil and groundwater contaminated site.*

(The above soil boring cost should include all associated costs such as mobilization and demobilization of equipment, rental, PID, etc.)

NOTE: RESPONDENTS SHALL COMPLETE ALL BLANKS AND SIGN THE FEE PROPOSAL FORM OR THE PROPOSAL MAY BE DEEMED NON-RESPONSIVE

Authorized Signature

Camow, Conibear & Assoc., Ltd.
Name of Company

David J. Kedrowski, M.S., CIH
Executive Vice President
Printed Name and Title

January 2, 2014
Date

REQUEST FOR PROPOSALS ("RFP") No. 13-01207
CHA WIDE ENVIRONMENTAL CONSULTING SERVICES

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR TWO (2)

All rates must be inclusive of any anticipated consumable costs including, shipping, office supplies, outside consulting services, etc. or (A breakdown of all charges, expenses and all proposed operational costs, administrative costs, overhead and profit must be submitted in an attachment with the Fee Proposal Form. Please include any costs not covered on this form but is a part of the total price submittal.)

III. Fully Loaded Hourly Billing Rates

	HOURLY COST
Project Manager	$145.00
Project Principle	$160.00
Quality Assurance Officer	$135.00
Health & Safety Officer	$65.00
Task Leader – Phase I	$85.00
Task Leader – Phase II	$85.00
Task Leader – Phase III	$85.00
Industrial Hygienist	$75.00
Certified Industrial Hygienist	$170.00
Level I Archeologist (As defined by 17 IAC 4190.405 (et seq.)	$104.55
Level II Archeologist (As defined by 17 IAC 4190.405 (et seq.)	$80.79
Level III Archeologist (As defined by 17 IAC 4190.405 (et seq.)	$62.79
Asbestos Project Manager – Senior Staff	$70.00
Asbestos Project Manager – Junior Staff	$65.00
Asbestos Project Designer	$150.00
Asbestos Inspector – Senior Staff	$70.00
Asbestos Inspector – Junior Staff	$60.00
Lead Risk Assessor – Senior Staff	$75.00
Lead Risk Assessor – Junior Staff	$70.00
Lead Inspector with XRF equipment	$70.00
Air Sampling Professional with equipment	$70.00
Environmental Technician	$60.00
Environmental Engineer – Senior Staff	$100.00
Licensed Professional Engineer	$135.00
Licensed Professional Geologist	$90.00
Professional Engineer – Senior Staff	$100.00
Professional Engineer – Junior Staff	$90.00
Geotechnical Engineering	$150.00
Risk Assessment/Data Validation Specialist	$75.00
Toxicologist	$100.00
Field Manager	$90.00
Field Engineer	$80.00
Field Scientist	$75.00
Administrative Support	$45.00
CADD Operator	$70.00
Surveyor – Lead	$182.00
Surveyor – (2 Man Crew)	$180.00

II. Laboratory Analysis:

(NOTE: TURNAROUND TIMES (TAT) INDICATED BEGIN FROM THE TIME THE CONSULTANT LEAVES THE WORK AREA/JOB SITE UNTIL THE TIME CHA RECEIVES THE ANALYTICAL RESULTS).

3 Asbestos:

E. Phase Contrast Microscopy (PCM):

TAT	24-Hour	48-Hour	5-Day
	$ 12	$ 9	$ 6

F. Polarized Light Microscopy (PLM):

TAT	24-Hour	48-Hour	5-Day
	$ 12	$ 9	$ 6

C. Point counting (defined as 400 countable fields):

TAT	24-Hour	48-Hour	5-Day
	$ 112	$ 75	$ 40

D. Transmission Electron Microscopy (TEM):

TAT	24-Hour	48-Hour	5-Day
Air	$ 75	$ 55	$ 40
Tile or Roofing	$ 75	$ 40	$ 25

2. Lead

A. Paint sample analysis by Atomic Absorption Spectroscopy:

TAT	24-Hour	48-Hour	5-Day
	$ 16	$ 14	$ 10

B. Lead Dust in Air:

TAT	24-Hour	48-Hour	5-Day
	$ 32	$ 27	$ 18

C. Wipe Samples:

TAT	24-Hour	48-Hour	5-Day
	$ 12	$ 9	$ 6

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR TWO (2)

D. Lead in Soil:

TAT	24-Hour	48-Hour	5-Day
	$ 32	$ 27	$ 18

E. Lead in Water:

TAT	24-Hour	48-Hour	5-Day
	$ 32	$ 27	$ 18

F. Polychlorinated Biphenyls (PCB's) (Method 8082)

xi.	Oil Sample:	5-day TAT	$ 40
xii.	Soil Sample:	5-day TAT	$ 40
xiii.	Water Sample:	5-day TAT	$ 40
xiv.	Wipe Test:	5-day TAT	$ 40
xv.	Air sample: (NIOSH 5503)	5-day TAT	$ 80

3. Microbiology:

G. Mold & Fungi:

TAT	24-Hour	48-Hour	5-Day
Total Count	$ 66	$ 59	$ 52
Count & ID	$ 66	$ 59	$ 52

H. Tape Lift, Swab and Bulk Samples:

TAT	24-Hour	48-Hour	5-Day
ID	$ 66	$ 59	$ 52
Count & ID	$ 66	$ 59	$ 52

4. Radon (includes canister & analysis) $ 10

5. Volatile organic compounds (method 8420)

A.	Soil:	5-day TAT	$ 65
B.	Water:	5-day TAT	$ 65

REQUEST FOR PROPOSALS ("RFP") No. 13-01207
CHA WIDE ENVIRONMENTAL CONSULTING SERVICES

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR TWO (2)

6. Hazardous Waste

A. Toxicity Characteristic Leaching Procedure (TCLP Method 1311), includes analysis for pesticides:

Solids:	5-day TAT	$ 110
Grease & paint:	5-day TAT	$ 110
Oil:	5-day TAT	$ 110

B. Eight (8) RCRA metals.

TAT	24-Hour	48-Hour	5-Day
	$ 120	$ 110	$ 64

I. Thirteen (13) RCRA metals.

TAT	24-Hour	48-Hour	5-Day
	$ 160	$ 140	$ 82

6. Hazardous Waste

A. General Waste Characterization Sample

TAT	24-Hour	48-Hour	5-Day
(Method does not allow for 24 hr TAT)	$ N/A	$ 2500	$ 1100

7. Petroleum Products

A.	Flash point	$ 25
B.	Moisture content	$ 5
C.	Total Halogens	$ 75
D.	Each metal, (Arsenic, Lead, etc.)	$ 8
E.	Heating Value	$ 90
F.	Type of Fuel Test (No. 6,5 2, etc), max. unit cost:	$ 120

8. UST/LUST Site

E. BTEX (EPA 8240)

	Per Sample	
	Soil	Groundwater
1. 5-day TAT	$ 30	$ 30
2. 48-hour TAT	$ 40	$ 40
3. 24-hour TAT	$ 55	$ 55

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR TWO (2)

B. PAH-Combined Total Carcinogenic (EPA 8310) and Non-carcinogenic PNA's.

TAT	24-Hour	48-Hour	5-Day
	$ 120	$ 100	$ 65

C. LUST priority pollutants (EPA method 8080, 8240, 8270 & TCLP RCRA metals).

TAT	24-Hour	48-Hour	5-Day
	$ 800	$ 600	$ 420

UST/LUST Site

D. Target Compound List

Soil

TAT	24-Hour	48-Hour	5-Day
	$ 1000	$ 800	$ 500

Groundwater

TAT	24-Hour	48-Hour	5-Day
	$ 1000	$ 800	$ 500

8. Volatile Compounds (59 TACO volatile chemicals listed at 35 IAC 742.Table J) to meet the requirements of 35 IAC Appendix B, Tables H, and I that are contaminants of concern for the vapor intrusion contamination route. At the time this RFP is issued the final agreed on test methods to meet the required detection limits have not been finalized. CHA expects the successful respondents to meet the requirements of the established test methods when and if they are amended.

A. Compounds Listed on Appendix B Tables H/I as Soil Gas

TAT	24-Hour	48-Hour	5-Day
	$ 525	$ 480	$ 300

F. Compounds Listed on Appendix B Tables H/ I In Groundwater

TAT	24-Hour	48-Hour	5-Day
	$ 525	$ 480	$ 300

REQUEST FOR PROPOSALS ("RFP") No. 13-01207
CHA WIDE ENVIRONMENTAL CONSULTING SERVICES

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR TWO (2)

C. Driller Services:

1.	Mobilization	$ 300
2.	Cost per day Drill Rig & Crew (include decontamination/expendables)	$ 2500
3.	Cost per day Geoprobe Rig & Crew (include decontamination/expendables)	$ 1750
4.	Concrete Coring per day	$ 1200
5.	Disposal of Drum - Soil Cuttings	$ 450
6.	Disposal of Drum - Decontamination	$ 450
7.	Disposal of Drum – Biological Waste	$ 650
8.	Well Installation per Well (minimum 3) in addition to cost of drill rig (finished depth of 20 ft. bgs, 2" PVC well)	$ 1000

D. Driller Services (continued from FP – 5):

9.	Magnetic Survey Cost per Day	$ 1500
10.	Other: _____	$ _____
	_____	$ _____
	_____	$ _____

E. Site Classification per Title XVI
IL Public Act 88-496

3. Soil boring for purpose of confirming soil classification. Boring depth 50ft. using continuous (2 foot) split spoon soil sampling.

c. Cost per boring $ 850

9. UST/LUST Site (continued from FP – 6)

A. Physical Soils Analysis

		COST PER SAMPLE
3.	Particle Size Analysis (ASTM D 422-63)	$ 75
2.	Moisture Content (ASTM D 2216090 or D 4643-87)	$ 5
9.	Permeability Test (Appropriate ASTM dependent on soils type)	$ 180
10.	Soil Classification (ASTM D 2488-90 or D 2487-90	$ 5
11.	Slug Test – in-Situ Hydraulic Conductivity Test (ASTM D 4044-91)	$ 2150

REQUEST FOR PROPOSALS ("RFP") No. 13-01207
CHA WIDE ENVIRONMENTAL CONSULTING SERVICES

ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR TWO (2)

D. Document Preparation for Site Classification:

1.	Site Classification – Work Plan	$ 3500
2.	Site Classification – Budget	$ 2000
3.	Site Classification- Completion Report	$ 5500

C. Document Preparation for LUST Site:

		SC	S/GWC
1.	20-day certificate	$ 150	$ 150
2.	45-day report	$ 3500	$ 3850
3.	Corrective action report.	$ 5000	$ 5800
4.	Closure report	$ 3500	$ 3850
5.	Reimbursement application	$ 2000	$ 2000
6.	Lump sum cost for items 1 through 5 above, per UST site	$ 14150	$ 15650

LEGEND: *SC=Soil contaminated site; S/GWC=Total cost for soil and groundwater contaminated site.*

(The above soil boring cost should include all associated costs such as mobilization and demobilization of equipment, rental, PID, etc.)

NOTE: RESPONDENTS SHALL COMPLETE ALL BLANKS AND SIGN THE FEE PROPOSAL FORM OR THE PROPOSAL MAY BE DEEMED NON-RESPONSIVE

Authorized Signature

Carnow, Conibear & Assoc., Ltd.
Name of Company

David J. Kedrowski, M.S., CIH
Executive Vice President
Printed Name and Title

January 2, 2014
Date

EXHIBIT IV

INSURANCE

Prior to the commencement of this Agreement, the Consultant agrees to procure and maintain at all times during the term of this Agreement, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of the Consultant, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by the Consultant must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A". The insurance provided shall cover all operations under the Agreement, whether performed by the Consultant or by its subcontractor, joint ventures, partners, agents, officers or employees.

Required Insurance Coverage

1. 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.

2. Commercial General Liability Insurance written on an occurrence form (Primary and Excess Liability)

   Commercial General Liability Insurance provided is to have limits of not less than $1,000,000 per occurrence with an Aggregate of not less than $2,000,000) (i.e. $1,000,000/$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Respondent's agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Respondent's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

3. Automobile Liability Insurance

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

4. Professional Liability

   Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $5,000,000 per occurrence. When policies are renewed or

replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5. Consultant's Pollution Liability

Consultant's Pollution Liability shall be provided when the Scope of Work of the Contract covers working with or around hazardous materials. The Respondent's Pollution Liability policy shall be written on an occurrence basis (claims shall be made is not acceptable), covering any bodily injury, liability, and property damage liability, arising out of pollutants including, without limitation, hazardous materials such as asbestos, lead, PCBs for activities of the Consultant under or incidental to the Contract, including without limitation, transit of hazardous materials to a permanent disposal facility, activities by itself or by any of its subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than $3,000,000 per occurrence. The CHA is to be endorsed as additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

6. Excess Liability

Excess liability coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

B. Related Requirements

The Consultant shall furnish the CHA, Department of Procurement and Contracts, 60 E. Van Buren, 13th Floor., Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Contract via an email to the CHA Procurement Specialist, preferably in a Readable PDF format. In addition, copies of the endorsement(s) adding the CHA to Consultant's policy as an additional insured are required. The required documentation must be received prior to the Consultant commencing work under this Agreement. Renewal Certificate of Insurance, or such similar evidence, is to be emailed to certs@thecha.org prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. The Contract number and/or Project Name must be indicated on the Certificate of Insurance. At the CHA's option, non-compliance will result in (1) all payments due the Consultant being withheld until the Consultant has complied with the Agreement; or (2) the Consultant will be assessed Five Hundred Dollars ($500.00) for every day of non-compliance; or (3) the Consultant will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRACTOR COMMENCING WORK AT THE DESIGNATED CHA LOCATION.

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 the Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Consultant shall maintain coverage for the duration of the Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Consultant. The Consultant shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Consultant shall provide the CHA a thirty (30) day notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non renewal.

The Consultant shall require all subcontractors to carry the insurance required herein or the Consultant may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The Consultant expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and <u>will not</u> contribute with insurance provided by the Consultant under the Agreement.

EXHIBIT V

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

EXHIBIT VI

ILLINOIS EQUAL OPPORTUNITY CLAUSE

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

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

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

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit

employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

APPROVED
By J Maul at 5:00 pm, Apr 09, 2014

CERTIFICATE OF LIABILITY INSURANCE

04/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies)must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Willis of Illinois, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S)AFFORDING COVERAGE	NAIC #
INSURER A: Navigators Specialty Insurance Company	36056-001
INSURER B: Hartford Underwriters Insurance Company	30104-001
INSURER C: Liberty Mutual Fire Insurance Company	23035-002
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Carnow, Conibear & Associates, Ltd.
600 W. Van Buren, Suite 500
Chicago, IL 60607

COVERAGES **CERTIFICATE NUMBER: 21480353** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		CH13NP4030263NC	7/31/2013	7/31/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X Professional &						PERSONAL & ADV INJURY	$ 1,000,000
	X Pollution Liability						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY	Y		83UECVO6154	7/31/2013	7/31/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY(Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X $500. Comp Ded. / X $500. Coll Ded.							$
A	X UMBRELLA LIAB X OCCUR			CH13NP4030263NC	7/31/2013	7/31/2014	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC2-Z91-457459-013	7/31/2013	7/31/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additonal Remarks Schedule, if more space is required)

Re: Contract Award, Contract #11420

The Professional and Pollution Liability Coverages covered on Navigators policy are also covered under the Excess policy.

Chicago Housing Authority is included as an Additional Insured as respects to General Liability and Auto Liability, where required by contract

CERTIFICATE HOLDER

Chicago Housing Authority
60 E. Van Buren, 13th Floor
Chicago, IL 60605

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrea Paino

Coll:4382990 Tpl:1684239 Cert:21480353

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AGENCY CUSTOMER ID: 125916

LOC#:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of Illinois, Inc.	Carnow, Conibear & Associates, Ltd. 600 W. Van Buren, Suite 500 Chicago, IL 60607
POLICY NUMBER See First Page	
CARRIER: See First Page / NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Umbrella follows form of the General Liability coverage.

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