

CONTRACT NO. 9068

**PROFESSIONAL SERVICES AGREEMENT
FOR ASSESSMENT, DESIGN, IMPLEMENTATION,
TESTING AND MAINTENANCE OF NETWORKED
SURVEILLANCE CAMERA SYSTEMS**

BETWEEN

**SIEMENS INDUSTRY, INC.
(f/k/a SIEMENS BUILDING TECHNOLOGIES, INC.)**

AND

THE CHICAGO HOUSING AUTHORITY

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AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is hereby entered into and effective as of December 31, 2009, by and between the **CHICAGO HOUSING AUTHORITY** (the "CHA"), a municipal corporation organized under the Illinois Housing Authority Act 310 ILCS 10/1 et seq., with offices at 60 East Van Buren, Chicago, Illinois, and the Building Technologies division of **SIEMENS INDUSTRY, INC.** (f/k/a Siemens Building Technologies, Inc.), a Delaware corporation (the "Contractor"), with offices at 1000 Deerfield Parkway, Buffalo Grove, Illinois 60089.

RECITALS

WHEREAS, 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;

WHEREAS, CHA desires the services of a qualified contractor to assess, design, supply and implement integrated cameras, networks, equipment, systems and integrally related services, infrastructure and resources in order to provide an integrated and networked surveillance system ("System") for various CHA developments, buildings and operational locations ("Locations" as defined in Schedule P, which is attached hereto and incorporated herein by reference), and to provide maintenance services for the System;

WHEREAS, CHA advertised and issued a Request for Proposal for Assessment, Design, Implementation, Testing and Maintenance of Surveillance Cameras for the Chicago Housing Authority Senior and Family Portfolio, RFP#09-00302 (hereinafter, the "RFP", which is attached as Exhibit A and incorporated herein by reference);

WHEREAS, Contractor submitted a proposal to CHA, entitled Request for Proposal for Assessment, Design, Implementation Testing and Maintenance of Surveillance Cameras for the Chicago Housing Authority Senior and Family Portfolio, on or about May 4, 2009, which was thereafter supplemented through Contractor's provision of its best and final proposal dated July 1, 2009 (as amended, the original proposal is attached hereto as Exhibit I, and is hereinafter referred to as the "Proposal");

WHEREAS, CHA and Contractor have proposed a mutually agreeable written Scope of Services to define the essential duties, responsibilities and deliverables contemplated under this Agreement (attached and incorporated hereto as Exhibit II, and hereinafter referred to as the "Services" or "Work");

WHEREAS, Contractor represents that it is able to provide the Services, including, without limitation, the assessment, supply, implementation, systems design, testing and initial maintenance of networked surveillance cameras, including integrally necessary infrastructure,

equipment and services therewith, at the locations of various CHA buildings, developments and operational facilities listed herein;

WHEREAS, CHA's Board of Commissioners has authorized the Chief Executive Officer or his designee to award Contractor a contract to perform the Services as defined hereunder; and

WHEREAS, CHA desires to enter into this Agreement to secure the professional services of Contractor, as well as Contractor's procurement and supply of valuable cameras, surveillance systems, networking equipment, hardware and other necessary and integral infrastructure and resources to be provided by Contractor as part of the Services, and Contractor states that it is ready, willing and able to provide the Services as more specifically provided herein.

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

ARTICLE 1. INCORPORATION OF RECITALS

Section 1.01 Incorporation of Recitals

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

Section 1.02 Definitions

"Equipment" means the hardware, software, and related accessories necessary to make the System function.

"Maintenance" will occur after Acceptance (as described in Exhibits VI and VIII) and includes preventative maintenance of the System and emergency service repairs in accordance with the Phase III as described in Exhibit II, Scope of Services.

"Project" means the planning and implementation of the System.

"Worksite" or "Work Site" means the portion of a Location in which Services are performed.

ARTICLE 2. DUTIES AND RESPONSIBILITIES

Section 2.01 CHA's Responsibilities

CHA, without cost to Contractor, shall:

- (a) Coordinate the work of contractors under CHA's sole control so as not to disrupt the Services from proceeding in an efficient manner.
- (b) Provide or arrange for access, and make all reasonable provisions for Contractor to enter, any Location where Services are to be performed so that Services may proceed in an efficient manner;
- (c) Permit Contractor to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Services;

- (d) In association with Section 6.03, furnish Contractor with available facility documentation, as-built construction drawings, and all other information pertinent to the Services and any Location where the Services are to be performed, as may be reasonably requested by Contractor;
- (e) Reserved;
- (f) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices Contractor has expressly agreed in writing to give;
- (g) CHA will provide the reasonably necessary manpower, staffing, and support to Contractor so as not to hinder progress or performance through delays in building access, reviews, acceptance of individual systems or responding to requests for information;
- (h) Furnish Contractor with any contingency plans, safety programs and other policies, plans or programs related to any Location where the Services are to be performed;
- (i) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction. Such Equipment shall be operated only in the specified operating environment, which shall be maintained by CHA.
- (j) Promptly notify Contractor of any unusual operating conditions or system malfunctions, that may affect the Equipment;
- (k) CHA shall designate a Project Manager ("PM") or similarly entitled individual with responsibility to: 1) monitor Contractor's performance of the Services, 2) receive information from Contractor, 3) interpret and define CHA's requirements, 4) make decisions with respect to the Services, 5) monitor and assist in the resolution of problems and disputes, and 6) provide coordination with work provided by others.
- (l) The PM, or its designated deputy, the Field Manager, shall be the designated party through which Contractor and its lower-tier subcontractors and suppliers communicate and transmit submittals to CHA or any other party associated with the Project, unless otherwise designated in writing by CHA.
- (m) CHA shall promptly notify Contractor in writing, in a manner consistent with the Notice provisions herein, in the event that a material adverse determination regarding the Project's funding or compliance with other provisions of the American Reinvestment and Recovery Act of 2009 has been made or rendered against the CHA.

Section 2.015 Contractor's Responsibilities

A. **Scope of Services**

Contractor shall provide professional consulting, implementation and testing services, as well as supply necessary cameras, systems, software, equipment, hardware and other resources so that the System is available to CHA, and can be made available to the City of Chicago ("City"), Office of Emergency Management and Communications ("OEMC"), and other emergency responders and public safety agencies via CHA's existing infrastructure. The precise scope of work that Contractor shall provide under this Agreement (collectively, the "Services") are described in Exhibit II, which is incorporated by reference as if fully and originally set forth herein.

B. **General Objectives**

Contractor shall:

- Build a display and control capability that will allow the control of cameras that can be reasonably integrated, and that can display video images at various CHA locations and, in the future, at the OEMC.
- Deliver the completed System which provides archived recording of required video images with motion for a period of 30-days.
- Design and build the display and control capability to permit cost-effective integration over time with new cameras to support the surveillance activities within the City and CHA locations.
- Develop a plan and arrange for ongoing support and maintenance services.
- Complete implementation within designated timeframes.
- Provide a System that is scalable.
- Create efficiencies and sustainable cost savings by utilizing the existing infrastructure of the City and CHA to the extent reasonably practicable.
- Enable the provision of live and recorded video surveillance access to emergency management officials on a continuous basis.
- Obtain access to best practices in information technology products and services related to the Project.
- Provide the ability for the City, CHA's sister agencies, and the System's users to take advantage of compatible new technology, as it becomes available.
- Provide the City with information on emerging technology and make recommendations on its usefulness and capacity.
- Provide the levels of Service quality as described in the Agreement, specifically consistent with the standards and thresholds identified in the Proposal.
- Provide 72-hour advance written notice for approval of times when utility service to residents may be disrupted during the course of the Services.

Contractor agrees to perform the Services in a manner that will not (i) cause material adverse disruption or impact on the business or operations of CHA, (ii) materially degrade the Services then being received by CHA, or (iii) materially disrupt or interfere with the ability of CHA to obtain the full benefit of the Services. During the Term, Contractor must promptly discuss with CHA any material risks identified by Contractor and may not proceed with related activities until CHA and Contractor mutually agree on risk mitigation activities.

If any services, duties, or responsibilities not specifically identified in the Agreement are reasonably required to enable Contractor to perform the Services, or are commonly understood as being within the description of such Services, such services, duties and responsibilities will be deemed to be implied by and included within the scope of the Services to be provided by Contractor. Contractor shall provide all the facilities, personnel and other resources as necessary or appropriate to provide the Services.

In the event Contractor becomes aware of any error, omission or ambiguity in CHA's description of the Services, Contractor must promptly bring such matter to the attention of CHA Project Manager.

C. Deliverables

In performing the Services, Contractor shall prepare and/or provide the Deliverables set forth in Exhibit II of the Agreement. CHA reserves the right to reject Deliverables which in the reasonable judgment of CHA do not comply with the requirements of this Agreement. CHA will notify Contractor in writing of any deficiencies CHA may identify involving a Deliverable. Partial or incomplete Deliverables may be accepted for review only when required for a specific purpose and when consented to in advance by CHA. Such Deliverables may not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables shall in no way relieve Contractor of its commitments hereunder.

CHA shall not, by virtue of this Agreement, acquire any interest in any of Contractor's formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which may be used in connection with the Services.

D. Design and Approval Procedures

Contractor and CHA hereby agree and covenant to negotiate in good faith and to reach a mutually agreeable written set of standards, protocols and procedures defining the relevant terms and conditions of the design and approval processes applicable to the assessment, design, review and approval requirements of each element of the Services.

E. Submittal of Documents after Award:

Submittal of Documents. Contractor and its subcontractors shall within ten (10) business days after execution of this Agreement and prior to entry on the Worksite, execute, deliver and/or furnish the performance and payment bond and insurance certificates as required and specified in this Agreement.

Payrolls and Related Reports. Contractor is required to submit U.S. Department of Labor approved form WH-347 within five (5) days of the end of each work week to CHA Contract Compliance Officer, Contract Compliance Division, Chicago Housing Authority, 60 East Van Buren St., 13th Fl., Chicago, Illinois 60605.

Minimum Rates of Pay. The minimum rates of pay shall be in conformance with those promulgated pursuant to the Davis-Bacon Act (40 U.S.C. §275a et. seq.) as determined and readjusted periodically by the U.S. Department of Labor's General Wage Decisions.

Subcontractor Responsibilities. Contractor shall flow down the provisions of this Section to subcontractors at every tier.

Section 2.02 Performance Standards. See Agreed Conditions, Section 11

Section 2.03 Key Personnel

(a) Contractor's key personnel and certain key subcontractors who will be providing the Services under this Agreement shall include:

Project Managers: Guy Zander, Frank Potempa, and Warren Bassingthwaite

Design Team: Don Konieczny and HBK Engineering

Contractor and its subcontractors shall at all times use best efforts to assure quality, timeliness and efficiency in rendering and completing the Services. Contractor retains the right to substitute key personnel for reasonable cause by giving written notice to CHA, provided that CHA shall have the right to approve such staff changes and said approval shall not be unreasonably withheld or delayed.

(b) Contractor represents that it has, or shall immediately secure, experienced, qualified and professional personnel who shall perform the Services required pursuant to this Agreement.

(1) Further to the above, the personnel provided by Contractor shall be knowledgeable in good construction practices; able to exercise sound judgment; able to use appropriate tools and equipment; able to maintain a harmonious relationship with each other, CHA, other contractors and the public; and, hold all the personal, business and professional licenses and registrations necessary to perform the Services.

(2) The qualifications of all of Contractor's personnel assigned to the Project at any time shall be subject to the reasonable approval of CHA.

(c) It is expressly understood and agreed by Contractor that its personnel shall be employed under this Agreement at the pleasure of CHA and that should such personnel not perform satisfactorily or for any other just cause not be satisfactory to CHA, then Contractor shall immediately replace said personnel ("Replaced Personnel") with other personnel acceptable to CHA. Contractor agrees to defend, indemnify and hold harmless CHA from any action or claim asserted by or brought by Replaced Personnel.

(d) During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, or public assistance status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicant employment notices which set forth the provision of this non-discrimination article.

Section 2.04 Non-Discrimination

Contractor 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. Contractor 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 511-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit. 44 s 750 Appendix A; Employment Opportunity Clause, 111. Admin. Tit. 44 s 750 Appendix A; 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, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 2.05 MBE/WBE/DBE Participation and Section 3 Requirements. See Agreed Conditions, Section 38

Section 2.06 Reserved.

Section 2.07 Audit Requirement.

CHA retains an irrevocable right to independently, or through a third party (including, without limitation, the U.S. Department of Housing and Urban Development, the General Accounting Office, or other such entities), audit Contractor's books and records pertaining to this Agreement upon reasonable advance written notice, and disallow any inappropriate billings upon written notice to Contractor.

Contractor shall maintain its books and records and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with Contractor's performance under this Agreement. In addition, Contractor shall keep such books and records in a safe place and make such that are non-proprietary available for audit, examination, excerpt, and transcription to be conducted by CHA, HUD, the Comptroller General of the United States or their duly authorized representatives, and allow audit, inspection, copying and abstracting for at least three (3) years after the final payment is made and all other pending matters are closed in connection with this Agreement.

Section 2.08 Confidentiality

Contractor agrees that all reports, documents or other information, received from CHA, by Contractor, its employees, agents and subcontractors, or provided to the same by a third-party on behalf of CHA, pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, Contractor agrees that other Confidential Information shall not be made available to any individual or organization, other than to courts of competent jurisdiction or administrative agencies pursuant to a subpoena or an agency of the Federal or State Government, or as otherwise required by law, without the prior written approval of CHA.

Contractor shall immediately notify CHA's Chief Executive Officer and General Counsel of any such subpoena or other request for production with the understanding that CHA shall 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. Contractor, 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.

Section 2.09 Subcontracts and Assignments. See Agreed Conditions, Section 37

Section 2.10 Patents and Copyrights. See form HUD-5370, Section 44

Section 2.11 Religious Activities

In connection with the Services to be provided under this Agreement, Contractor agrees:

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

Section 2.12 Drug-Free Workplace

Contractor agrees to maintain a drug free Worksite and shall establish procedures and policies to promote a "Drug-Free Workplace". Further, Contractor shall notify all employees and subcontractors of its policy for maintaining a "Drug-Free Workplace" and the penalties that may be imposed for drug-abuse violations occurring in the Worksite. Contractor shall notify CHA if any of its employees performing Services in connection with this Agreement are convicted of a criminal drug offense at the Worksite no later than ten (10) days after such conviction. Contractor shall flow down the provisions of this Section titled "Drug Free Work Place" to subcontractors at every tier.

Section 2.13 Force Majeure

Notwithstanding any other provision in this Agreement, Contractor shall not be liable or held responsible for any failure to perform or for delays in performing its obligations under the Agreement, including but not limited to, the scope of Services set forth hereunder which result from circumstance or causes beyond Contractor's reasonable control, including without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, or any law, order or requirement of any government agency or authority. To the extent that such uncontrollable events delay Contractor's performance of Services, the parties shall make equitable adjustments to the project schedule.

Section 2.14 ARRA Provisions – Compliance & Reporting

Compliance with the American Reinvestment and Recovery Act of 2009

A. Contractor and its subcontractors at every tier shall comply with all applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA” or “Recovery Act”) Act including, but not limited to, the following:

1. BUY AMERICAN – Section 1605 of ARRA with respect to the use of American iron, steel and manufactured goods and the supporting regulations set forth in 2 CFR Part 176, subpart B. Contractor shall fully document and certify its compliance with 2 CFR Part 176, subpart B, and shall flow down the provisions of this Section “Buy American” to its subcontractors at every tier.

Section 1605 of the American Recovery and Reinvestment Act of 2009 (“ARRA” or the “Recovery Act”) requires that none of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of iron, steel and manufactured goods used in the project are produced in the United States consistent with the United States obligations under international agreements. (See the proposed –interim/final guidance regulations at 2 CFR Part 176 for further information regarding definitions and United State obligations under international agreements).

2 CFR 176.160 provides as follows:

“The restrictions of Section 1605 of the Recovery Act do not apply to designated country iron, steel and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.”

2. Section 1553 of ARRA - Protecting State and Local Government and Contractor Whistleblowers.

B. REPORTING AND OTHER REQUIREMENTS

In accordance with the requirements of Section 1512(c) of ARRA and 74 FR 14824, as a condition of the receipt of funds provided under ARRA for this project and the Services performed, no later than the last day of each calendar quarter, Contractor shall provide detailed information including, but not limited to the following:

- a. CHA’s Contract Number and location of Project.
- b. Contractor’s legal name as registered in the Central Contractor registration.

- c. Contractor's Employer Identification Number ("EIN") and its 9 digit Data Universal Numbering System ("DUNS")
- d. Any subcontracts entered into to perform the Services.
 - i. The name of the subcontractor, its EIN and its 9 digit DUNS.
 - ii. Total amount of the subcontract, and the date the subcontract was signed.
 - iii. Amount paid to subcontractors during the quarter and the cumulative amount paid to date.
- e. A cumulative narrative description for each quarter of the employment impact regarding number of jobs created and the number of jobs retained by these Services. Include a brief description of the types of jobs created and jobs retained. "Jobs created" means those new positions created and filled as a result receipt of ARRA funding for this project. "Jobs retained" means those previously existing filled positions that are retained as a result of ARRA funding. The number shall be expressed as "full-time equivalent" ("FTE"), calculated cumulatively as all hours worked divided by the total number of hours in a full time schedule (e.g. two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter. A job cannot be reported as both created and retained.
- f. A brief description of the work activity performed during the quarter.
- g. Contractor's evaluation of the completion status of the project (e.g. Not started; Less than 50 % completed; Completed 50% or more; Fully completed).
- h. Contractor shall supply or provide any other details, information, reports, data, affidavits, certifications, or records requested by CHA in order for it to comply with any other or additional, supplemental or future reporting requirements under ARRA.

Section 2.15 Reserved

Section 2.16 Value Engineering

Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily to save money or improve performance under this Agreement. A VECP is a proposal that requires a change to the existing Agreement to implement, and results in reducing the Agreement's price or estimated cost without impairing essential functions or characteristics, provided that it does not involve a change in deliverable end item quantities only or a change only to the contract type.

Section 2.17 Disposition of Salvageable, Serviceable, and Repairable Materials

Title to all pre-existing materials obtained from any Worksite shall remain the property of CHA, unless specifically identified by the Contracting Officer in writing, as non-salvageable, non-reparable, or unserviceable. Such unusable materials shall be disposed of or otherwise delivered to designated points in accordance with the instructions below.

- (a) Materials classified by the Contracting Officer as salvageable, serviceable or repairable ("Used Material") shall be delivered as directed to a CHA Warehouse or CHA Asset Manager, as identified by the Contracting Officer.
- (b) Contractor shall obtain a Materials Transportation Authorization in writing, prior to transporting any Used Materials to the CHA Warehouse or identified CHA Asset Manager. Contractor shall also obtain the required turn-in documentation from the CHA Warehouse of identified asset manager, at the time of turn-in.
- (c) Except as provided in Section 6.03, materials identified in writing by the Contracting Officer as unserviceable, non-repairable or unsalvageable, shall be transported by Contractor to an authorized landfill or dump site, and shall be disposed of in strict accordance with existing Federal and State of Illinois laws, regulations, and policies and in accordance with all OSHA standards.

A joint inventory will be conducted by Contractor and the Contracting Officer or its designated representative, prior to Contractor transporting these materials from the Worksite, at which time both serviceable, salvageable and repairable material, and unserviceable, non-salvageable and un-repairable material will be identified. Contractor shall be given a copy of this inventory and shall be accountable for this material as indicated above. This joint inventory shall in no way limit or preclude the Contracting Officer from designating additional materials in the above categories during the term of this Agreement.

ARTICLE 3. TERM OF AGREEMENT

Section 3.01 Term of Agreement

Construction Period. The term of this Agreement shall commence upon the later of the effective date of this Agreement or CHA's issuance of a Notice to Proceed in association with this Agreement, and shall continue for a period of sixteen (16) months, which is comprised of a fourteen (14) month period for the substantial completion of construction, and a two (2) month period thereafter for the completion of closeout and punch list items necessary for Final Acceptance of the Project as described in Section 20 of the Agreed Conditions.

Maintenance Period. Contractor's Maintenance obligation shall commence upon the earlier of: 1) Building Acceptance (as defined in Section 20.1.1 of the Agreed Conditions) of the 679th individual building, or 2) Building Acceptance of 70% of the Project's individual buildings. The initial term of the Maintenance period shall be a maximum of 14 months but in no case less than 12 months for any Location. For an additional fee, CHA may exercise two one-year options by providing written notice to Contractor before conclusion of the initial term.

Section 3.02 Timeliness of Performance

Contractor shall use its best efforts to provide the Services and Deliverables within the

time limits required under this Agreement, or from time to time as otherwise reasonably required by CHA. Contractor and CHA acknowledge that deadlines for certain Services provided for in this Agreement are dictated by the requirements of agencies or events outside the control of CHA and Contractor, and the failure by Contractor to meet deadlines will significantly affect CHA. Therefore, except to the extent that Contractor's inability to meet its deadlines caused directly by delay due to Force Majeure, Acts of God, or other events outside the reasonable control of Contractor, time is of the essence, so that failure to perform in a timely manner shall be considered a material breach of the Agreement.

ARTICLE 4. COMPENSATION AND PAYMENT

Section 4.01 Compensation

CHA shall pay to Contractor for the performance of this Agreement, the not to exceed amount of TWENTY-TWO MILLION ONE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED TWO and 00/100 Dollars (\$22,136,502.00) (hereinafter, the "Maximum Amount" or "Total Fees"). Contractor agrees not to provide services under this Agreement which would result in billings beyond the Maximum Amount, and waives any and all claims for payment beyond the Total Fees unless the parties have executed a written amendment to this Agreement authorizing said additional services and the payment therefor. Contractor recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to ensure that the Services defined in Exhibit II are completed within the Maximum Amount.

Contractor waives any and all claims of payment for work which would result in compensation in excess of the Maximum Amount for performance of the Services, unless such work is authorized by a fully executed amendment to this Agreement. All reimbursables for performance of the Services and work under this Agreement are included in the amount of compensation set forth within the Maximum Amount referenced in this paragraph.

Section 4.02 Payment. See Agreed Conditions, Section 27

Section 4.03 Non-Appropriation.

Funding for this Agreement is subject to: (1) availability of federal funds from HUD, (2) the approval of funding by CHA's Board of Commissioners, and (3) Contractor'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 of the term of this Agreement for payments to be made under this Agreement, then CHA may notify Contractor 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.

Section 4.04 Taxes.

If CHA claims that the Services are subject to a tax exemption or direct payment permit, it shall provide Contractor with a valid exemption certificate or permit. To the extent that

Contractor's valid use of such exemption certificate or permit results in taxes, costs and penalties arising out of the use of the same, CHA shall pay such amounts or reimburse Contractor for any such amounts Contractor pays to the extent such charges are lawfully due and payable by CHA and have been paid or incurred by Contractor in furtherance thereof.

ARTICLE 5. DISPUTES

Section 5.01 Disputes

In the event of a dispute between CHA and Contractor involving this Agreement, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to CHA's Contracting Officer, who shall, with reasonable promptness, render a decision concerning the dispute submitted. The decision of the Contracting Officer shall be final and binding unless Contractor notifies the Contracting Officer in writing within sixty (60) days after receipt of the Contracting Officer's decision that it takes exception to the decision. Provided Contractor has given timely notice of its exception to the decision of the Contracting Officer, then the decision shall not be final, and the Contractor may exercise the appeal and referral options and procedures set forth in Section 31 of the General Conditions.

ARTICLE 6. RISK MANAGEMENT

Section 6.01 Insurance. See Agreed Conditions, Section 36

Section 6.02 Indemnification and Release

Contractor does not represent or warrant that the Services will not be compromised, interrupted or circumvented by third-parties over which Contractor has no control; that the Services will prevent any loss from any cause; or that the Services will provide any specific protection (collectively "*Protections*"). CHA acknowledges that Contractor has neither made representations or warranties, nor has CHA relied on any representation or warranties, express or implied, regarding said Protections. Additionally, CHA releases and discharges Contractor from liability for any and all claims, lawsuits and losses related to such Protections, as well as for those related to invasion of privacy rights with respect to claims or actions of third parties arising out of the CHA's use or operation of the System.

Notwithstanding anything contained in the Agreement to the contrary, Contractor shall defend and indemnify CHA from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property, or for losses or liabilities to CHA arising from claims of infringement of intellectual property rights (collectively "*Damages*"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from Contractor or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with Contractor's performance of the Services. Contractor's obligations under this indemnity shall not extend to Damages arising directly and

proximately out of or to the extent attributable to the negligence of CHA or its agents, contractors or employees. Contractor reserves the right to control the defense and settlement of any claim for which Contractor has an obligation to indemnify hereunder.

Section 6.03 Hazardous Materials

(a) CHA makes no specific or affirmative representations or statements as to the existence or presence (or the likelihood thereof) of any Oil or Hazardous Materials at any Location. In association with the Contractor's Services undertaken as part of assessment and design phases of Work applicable to any Location, the CHA shall make available to Contractor all available drawings and plans for such Location, as well as any environmental reports available for such Location in the CHA's possession.

(b) The Services do not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Location at which Services is performed and any soil or groundwater at the Location by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other federal, state or local environmental laws, regulations, statutes, rules, standards or ordinances (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant.

(c) Contractor will notify CHA immediately if it discovers or reasonably suspects the presence of any Oil or Hazardous Material. All Services have been priced and agreed to by Contractor based on the assumption that no Hazardous Materials are present at the Worksite(s). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Location where Contractor is to perform Services, or of contamination of the Location by Oil or Hazardous Materials shall entitle Contractor to suspend the Services immediately, subject to mutual agreement of terms and conditions applicable to any further Services.

(d) Removal of any lead based paint is specifically excluded from the Services.

(e) In the event of the discovery of any Oil or Hazardous Materials at a Location, the Contractor shall have the right to suspend the Services until the Location is free from Oil or Hazardous Materials. In such event, Contractor will receive an equitable extension of time to complete the Services. Furthermore, in the event of any such discovery, CHA shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remedying or neutralizing such Oil or Hazardous Materials, and for the costs thereof. In no event shall Contractor be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials.

(f) Except where expressly prohibited by law, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CHA shall hold Contractor harmless from and against any damages, losses, costs,

liabilities or expenses from the discovery of Hazardous Materials at the Worksite(s) or CHA's breach of, or failure to perform its obligations under this Article.

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

Section 7.01 Events of Default Defined

Each of the following shall constitute an event of default:

- A. Any willful material misrepresentation, and whether in the inducement or in the performance, made by Contractor to CHA.
- B. Contractor'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 Sub-grantees reasonable 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 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 Contractor's reasonable control;
 - 6. Failure to comply with a material term of this Agreement, including, but not limited to, compliance with applicable 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 Contractor without the prior written approval of CHA, which written approval shall not be unreasonably withheld.

- D. Contractor's default under any other agreement it may presently have or may enter into with CHA during this Agreement.
- E. CHA's failure to make payment on any undisputed portion of an invoice within sixty (60) days of receipt, provided that Contractor has issued a Notice of Overdue Payment consistent with Section 30.1 of the Agreed Conditions.
- F. CHA's bad faith failure or refusal to perform any other material obligation under this Agreement.

Section 7.02 Remedies

The occurrence of any event of default which the defaulting party 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 defaulting party has failed to commence and continue diligent efforts to cure such default within thirty (30) days, the non-defaulting party may, at its sole option, declare the defaulting party in default. Whether to declare the defaulting party in default is within the sole discretion of the non-defaulting party 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 non-defaulting party to terminate the Agreement, shall be provided to the defaulting party and such decision shall be final and effective upon the defaulting party's receipt of such notice pursuant to Article 10. Upon giving such notice, the non-defaulting party may invoke any or all of the following remedies:

- A. The right to terminate this Agreement as to any or all of the Services or obligations yet to be performed effective at a time specified by the defaulting party.
- B. The right to pursue any and all remedies, legal and/or equitable, available to the non-defaulting party.
- C. The right to withhold all or any part of defaulting party's compensation hereunder with respect to Services or obligations not completed in accordance with the terms hereof prior to the termination of this Agreement.
- D. The right to suspend performance of the non-defaulting party's obligations herein.
- E. For CHA, the right to take over and complete the Services or any part thereof at the cost of Contractor, either directly or through others.

If the non-defaulting party 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 non-defaulting party and that if the non-defaulting party permits defaulting party to continue to provide the Services or obligations despite one or more

events of default, the defaulting party shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the non-defaulting party 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.

Section 7.03 Termination for Convenience. See Agreed Conditions, Article 34

Section 7.04 Suspension. See Agreed Conditions, Article 30

Section 7.05 No Damages for Delay.

Contractor agrees that it shall make no claims against CHA for damages, charges, interest, additional costs or fees incurred by reason of delays or suspension of work caused by CHA in the performance of its obligations under this Agreement, except as provided in this Section 7.05. Contractor's remedy for delays or suspension of work caused by CHA is an extension of time equal to the duration of delay or suspension to allow Contractor to perform its obligation under this Agreement, and an equitable adjustment in Contractor's compensation to compensate Contractor for increased costs or fees incurred by reason of CHA delays or suspension of work in excess of one year.

Section 7.06 Limitation of Liability.

UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE PARTIES BE LIABLE TO EACH OTHER UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF CONTRACTOR OR CHA HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN ERRORS & OMISSIONS, CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES DEFINED IN SECTION 4.01 ABOVE.

ARTICLE 8. WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 8.01 Warranties, Representations and Covenants

In connection with the execution of this Agreement, the respective Party referenced below covenants, warrants and represents the following (as applicable):

A. That it is financially solvent; and that it and its employees and agents are competent to perform the obligations required under this Agreement; and specifically that Contractor 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 CHA is employed by Contractor 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 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 Contractor to any employee of CHA; and Contractor 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 CHA.

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

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 CHA, its officials, officers, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor.

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

F. That Contractor acknowledges that CHA, in its selection of Contractor to perform the Services hereunder, materially relied upon Contractor'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 CHA;

G. That Contractor 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 CHA's Ethics Policy, as amended.

H. That Contractor has, to the best of its knowledge, disclosed any and all required information to CHA and Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath or the knowing 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.

I. That Contractor 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.

J. That Contractor 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 Contractor.

K. That CHA has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of CHA's organizational documents, any applicable laws or regulations, or any agreements with third parties.

L. That this Agreement constitutes a legal, valid and binding obligation of CHA, in accordance with its terms, and that CHA has undertaken and observed applicable procedures and all requirements necessary to render the Agreement valid and enforceable; and

N. That to the best of CHA's knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting CHA that affects the validity or enforceability of this Agreement.

Section 8.02 Joint and Several Liability

In the event that Contractor, or its 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 Contractor shall be the joint and several obligation or undertaking of each individual or other legal entity.

Section 8.03 Business Documents and Contractor's Affidavit

Contractor shall provide to 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. Contractor's Affidavit is attached hereto as Exhibit IV and incorporated by reference as if fully set forth herein.

Section 8.04 Conflict of Interest

A. No member of the governing body of CHA or other units of government and no other officer, employee, or agent of 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. Contractor covenants that it and its employees, or sub-consultants, 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. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Contractor agrees that if CHA determines that any of Contractor's services for others conflict with the Services that Contractor is to render for CHA under this Agreement, Contractor

shall give CHA's Project immediate priority over such other services upon request of 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 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 thereunder, 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, Contractor 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.

Section 8.05 Non-Liability of Public Officials

No official, employee or agent of CHA shall be personally liable to Contractor or Contractor's successor in interest for: (i) any default or breach by CHA under this Agreement, (ii) any fee due to Contractor or Contractor's successor in interest or (iii) any other obligation arising under this Agreement.

Section 8.06 Independent Contractor

Contractor shall perform under this Agreement as an independent contractor to CHA and not as a representative, employee, agent, or partner of CHA. Contractor is not in a joint venture, partnership, agent-principal or employer-employee relationship with CHA. Contractor represents that it has, or will secure, at its own expense, all personnel required to perform the Services. Such personnel shall not be employees of, nor have any contractual relationship with, CHA. Contractor, consistent with its status as an independent contractor, agrees that it or its personnel will not hold themselves out as, nor claim to be, officers, agents, representatives or employees of CHA. As an independent contractor, Contractor will maintain complete control of and responsibility for its employees, subcontractors and agents and shall be solely responsible for the means and methods for carrying out the Services and the safety of its agents and employees. The functions, duties and responsibilities of Contractor with respect to any contractor employed by CHA in connection with the Project shall be consistent with this Section 8.06, and in no case shall Contractor assume any of the obligations of CHA to any contractor, unless expressly provided for in this Agreement.

Section 8.07 Publicity

During the Term of this Agreement and for a period of one (1) year after the expiration or earlier termination thereof, Contractor shall not release, publish or report to the media any information related to the Services, the Project, or this Agreement, without the prior written approval of CHA, unless otherwise required by law.

Section 8.08 Affidavits, Certificates, and Representations

Contractor agrees as a condition precedent to the effectiveness of this Agreement that it shall execute and ratify all affidavits, certificates and representations reasonably required of it by CHA, or any other applicable governmental entity, and that said affidavits, certificates and representations shall remain, to the extent of its knowledge, fully accurate and truthful throughout the Term. Should an event occur which causes said affidavits, certificates and representations to be inaccurate or untrue, Contractor shall immediately notify CHA in writing. For those affidavits, certificates and representations at Exhibit IV which have no provision for individual execution, Contractor expressly agrees that it effectively executes said affidavits, certificates and representations pursuant to its execution of this Agreement effective on the same date and at the same location as the execution of this Agreement.

Section 8.09 Non-Solicitation – See Agreed Conditions, Article 43

ARTICLE 9. GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement represents the final, entire and integrated agreement between CHA and Contractor and supersedes and replaces all terms and conditions of any prior or contemporaneous agreements, communications, arrangements, negotiations, or representations, written or oral, with respect to the Project or the Services.

Section 9.02 Counterparts

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

Section 9.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Contractor and by the CEO of CHA or their respective designees. CHA shall incur no liability for additional services without a written amendment to this Agreement pursuant to this Section.

Whenever in this Agreement Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was granted.

Section 9.04 Compliance with All Laws:

Contractor agrees to comply with all Federal, State and local laws, rules, regulations, standards, ordinances and administrative codes applicable to the performance of the Services, the facilities, and jurisdictions in which the Contractor conducts its business. In the event of a change in laws, regulations, et al., of which Contractor becomes aware and which Contractor believes affects the Services, Contractor shall inform CHA in writing of the change and its impact on the Services already complete or to be completed, and if appropriate, the parties shall negotiate an equitable adjustment to the Agreement price and/or the Project Schedule as necessary from a change in law.

Section 9.05 Compliance with HUD Regulations

Contractor shall comply with all the provisions of HUD Regulations, and all state and local laws, ordinances and executive orders including, but not limited to, 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, Contractor shall comply with the applicable provisions of OMB 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).

In addition to the regulations set forth above, this Agreement further consists of *form HUD-5370 (11/2006)*, a true and correct copy of which is attached hereto and incorporated herein as Exhibit V, as well as the Agreed Conditions, which amend by supplement *form HUD-5370 (11/2006)* and are attached hereto and incorporated herein as Exhibit VI. Unless otherwise stated herein, specific terms shall be defined as in *form HUD-5370 (11/2006)*.

Section 9.06 Severability

Any article or portion thereof of this Agreement prohibited by, deemed unlawful, or deemed unenforceable under an applicable law of any jurisdiction shall be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, said provisions are hereby waived to the extent that this Agreement may be deemed to be a valid and binding Agreement in accordance with its provisions. In the event such an article is severed from the Agreement, Contractor and CHA will in good faith attempt to replace an invalid or unenforceable article with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original article. 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.

Section 9.07 Jurisdiction

This Agreement, including, but not limited to, its validity, interpretation and performance, and remedies for contract breach or any other claims shall be governed by and construed in accordance with the laws of the State of Illinois. Any action in tort, contract or otherwise brought with regard to this Agreement or the Project shall be venued in a court of local jurisdiction in Cook County, Illinois, or if a matter of Federal jurisdiction, then in the appropriate U.S. Federal Court for the Northern District of Illinois, located in Chicago, Illinois.

Section 9.08 Interpretation

Any 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 and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.09 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 respective legal representatives, successors, transferees and assigns.

Section 9.10 Cooperation

The parties agree at all times to cooperate fully with each other and to act in accordance with the requirements of this Agreement. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor shall make every effort to assure an orderly transition to another contractor and the uninterrupted provision of Services during any transition period, and shall otherwise comply with the reasonable requests and requirements of CHA in connection with the termination or expiration of this Agreement.

Section 9.11 Waiver

Whenever under this Agreement CHA, by a proper authority, expressly waives Contractor's performance in any respect or expressly waives a requirement or condition to either CHA's or Contractor's performance, the waiver 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 CHA may have waived the performance of a requirement or condition. Any such waiver shall become effective only upon joint execution by the parties in writing consistent with and pursuant to the terms set forth in Section 10.02 below.

ARTICLE 10. COMMUNICATION AND NOTICES

Section 10.01 Communication between the Parties

All verbal and written communication, including required reports and submissions between Contractor and CHA shall be through the Department of Asset Management and Legal Department when required. CHA shall identify such representatives to Contractor under separate cover, as well as those representatives' contact information. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing the U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

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

Siemens Industry, Inc, Building Technologies division
Attention: Adam Tappen
585 Slawin Court
Mount Prospect, IL 60056

With copy to: Siemens Industry, Inc.
Attention: Legal Department
1000 Deerfield Parkway
Buffalo Grove, IL 60089

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

Chicago Housing Authority
Chief Executive Officer
60 East Van Buren
Chicago, Illinois 60605
Attention: Chief Executive Officer and Executive Vice President, Asset Management

With copy to: Chicago Housing Authority
Office of the General Counsel
60 East Van Buren
Chicago, Illinois 60605

Attention: General Counsel

- (a) All notices, demands, requests, instructions, approvals, proposals, change orders, waivers and claims related to this Agreement must be made in writing.
- (b) Any notice to or demand upon Contractor or its subcontractors shall be sufficiently given if delivered at the office of Contractor stated in this Section or at such other office as it may from time to time designate in writing to CHA; or, deposited in the United States mail in a sealed postage-prepaid envelope; or, if delivered with charges prepaid to any nationally recognized express delivery company such as FedEx, UPS, or DHL for next business day delivery; and, in each case addressed to such office.
- (c) Contractor shall flow down the provisions of this Article to subcontractors at every tier.

ARTICLE 11. AUTHORITY

Section 11.01 CHA's Authority

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

Section 11.02 Contractor's Authority

The signature of the person signing on behalf of Contractor has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.


(Remainder of page intentionally left blank)

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

CHICAGO HOUSING AUTHORITY

SIEMENS INDUSTRY, INC.

BY:


Lewis A. Jordan

Chief Executive Officer

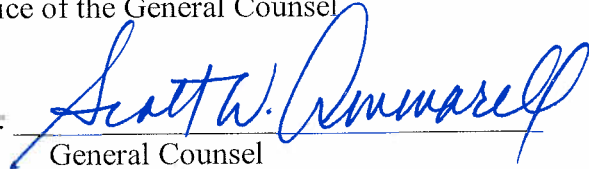
BY: _____

Approved as to Form

Chicago Housing Authority

Office of the General Counsel

BY:


General Counsel

BY: _____

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


CHICAGO HOUSING AUTHORITY

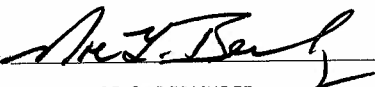
SIEMENS INDUSTRY, INC.

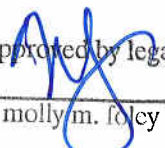
BY: _____
Valerie Hawthorne-Berry
Director, Procurement and Contracts

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

BY: _____
General Counsel

BY: 
PETER KAMPS
VICE PRESIDENT
FINANCE & BUSINESS ADMINISTRATION

BY: 
NOE G. BERMUDEZ
ASSISTANT SECRETARY


approved by legal
molly m. foley

**PROFESSIONAL SERVICES AGREEMENT FOR
ASSESSMENT, DESIGN, IMPLEMENTATION, TESTING AND MAINTENANCE OF SURVEILLANCE
CAMERAS FOR THE CHA SENIOR AND FAMILY PORTFOLIOS**

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These Agreed Conditions are part of the Professional Services Agreement and supplement the General Conditions for Construction Contracts (form HUD-5370 11/2006) (the "General Conditions"). The Section numbers, headings and paragraph references track those found in the General Conditions. Where these Agreed Conditions supplement the text in the General Conditions, the Section and Paragraph numbering picks up where the numbering leaves off in the General Conditions. Where there are no amendments, additions, or supplements to the language in the General Conditions, the Section number and heading from the General Conditions appears below, as a place holder, without any additional text.

1. Definitions

- (b) The term "Contract" at Paragraph 1(b) of the General Conditions is amended to also include the following: All written modifications, amendments and change orders to this Contract, all Bid or Fee Form pages when accepted by the CHA, these "Agreed Conditions", "HUD General Conditions for Construction Contracts (form HUD-5370)", the "Work Schedule" as defined in paragraph 6 of HUD General Conditions for Construction Contracts and as amended from time to time pursuant to paragraph 6, the "Instructions to Bidders (form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion, "Technical Specifications", and drawings, if any, Contractor's Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract with the CHA, MBE/WBE/DBE and Section 3 Utilization Plans and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive.
- (c) The term "Contracting Officer" at paragraph of 1(c) of the General Conditions is amended by the addition thereto of the following language: "The Contracting Officer may designate and delegate in writing deputy and sub-contracting officers with the same powers as the Contracting Officer. In the event the Contractor receives conflicting instructions or decisions from the Contracting Officer or one of his or her designated deputy or sub-contracting officers, the authority of the Contracting Officer shall prevail."
- (h) The term "PHA" at Paragraph 1(h) of the General Conditions is amended to be interchangeable with the terms "Chicago Housing Authority" or "CHA" as used in the Contract.
- (l) The term "Work" at Paragraph 1(l) of the General Conditions is amended by the addition thereto of the following language: "Work further means the use of material, manpower, supplies, equipment, workmanship, components, time and money to perform design, construction and administration necessary for completion of the Scope."
- (m) The terms "day" or "days" mean calendar days, unless otherwise specified.
- (n) The term "Material" or "material", as used as a noun in this Contract, includes, but is not limited to, raw materials, parts, items, components, supplies, and end products used to construct and complete the Project.
- (1) "New Material", as used in this Contract, means previously unused or composed of previously unused materials and may include unused residual inventory or unused

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former Government surplus property.

- (2) "Other than new material" or "used material", as used in this Contract, includes, but is not limited to, recycled, recovered, remanufactured, used, and reconditioned materials.

- (o) The term "Work Site" shall mean the physical location where the Work is performed, including, but not limited to, the Development described in Paragraph 2(i) below.

2. Contractor's Responsibility for Work

- (i) Scope of Work: the Scope of Work of this Contract includes, but is not limited to, installation of IP Video surveillance cameras and associated equipment, infrastructure, conduits, networking and other resources and elements in various tenant and common areas among CHA Family and Senior Portfolio locations, pursuant to Exhibit II of the Agreement, which is attached hereto and incorporated herein by reference. The Work will be performed at and around various residential buildings and developments in the CHA Family and Senior Portfolios, as well as certain related facilities and operational locations ("Locations"). The Project shall begin on or about December 30, 2009, and is expected to be substantially completed by March 1, 2011. The specific commencement and completion dates shall be established by the parties and set forth in a Notice to Proceed issued by CHA pursuant to paragraph 5.

2.1 Clause 2(h) of *form HUD-5370 (11/2006)* is supplemented as follows:

"...The Contractor will then be released from further obligation except as required by the warranties as may be specified elsewhere in the Agreement."

3. Architect's Duties, Responsibilities and Authority

For purposes of this Agreement, Clause 3 and all references to "Architect" or to services provided by an "Architect" found in *form HUD-5370 (11/2006)* are inapplicable.

4. Other Contracts

The following is added:

- 4.1 The Contractor shall not have any responsibility, duty or authority to direct, supervise or oversee any other contractor of the CHA or their work or to provide the means, methods or sequence of their work or to stop their work. The Contractor's performance of the Work and/or the Contractor's presence at a Location shall not relieve others of their responsibility to the CHA or to others.

5. Preconstruction Conference, and Notice to Proceed (NTP)

- (c) The Contractor shall perform the Work with due diligence commencing upon receipt of a written Notice to Proceed (NTP) from the CHA. In the event that the Contractor is unable to commence construction on the date set forth in the NTP through no fault of its own, the delay and time extension provisions set forth in paragraph 30 (f) ("Stop Work Orders") shall apply. The CHA's Contracting Officer may, in his sole discretion, issue

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written authorization for costs to be incurred prior to the issuance of the NTP, but only to the extent and subject to the conditions of such authorization.

- (d) A preconstruction conference may be called by the CHA at a place and time selected by the CHA for the purpose of reviewing the Work, Work Schedules, to impart Section 3 information to the Contractor prior to commencement of the Work, the Davis-Bacon Prevailing Wage procedures, Minority Women and Disadvantaged Business participation and resident hiring, CHA capital construction procedures and methods, and the clarification of any questions that may then exist. The absence of such a conference shall not excuse the Contractor's failure to perform any of its obligations under the Contract.
- (e) The CHA may require a partnering session be held prior to initiation of construction. Partnering sessions will be conducted by a third party skilled in the process of partnering at a neutral location that is reasonably convenient to the CHA and the Contractor. The Contractor shall make its project manager, superintendents, and the senior Work Site representative of each subcontractor available for the full time of the partnering session. The CHA will make its architect, project manager, field manager, property manager, and necessary government officials available for the full time of the partnering session.
- (f) Periodic meetings may be called at a place and time fixed by the CHA which shall be attended by the Contractor for the purpose of reviewing the Contractor's progress or any other matters regarding the Project that may appear to require the Contractor's expertise or knowledge for purposes of discussion and resolution. If called, such meetings shall be attended by the Contractor at no additional cost to the CHA.
- (g) In the event that the testimony of or consultation with the Contractor is required in any legal or dispute resolution proceeding in connection with claims related to the Work brought against or prosecuted by the CHA, so long as Contractor's own interests are not compromised, the Contractor agrees to appear as a witness or act as a consultant on behalf of the CHA in return for reasonable compensation.
- (h) The Contractor shall flow down the provisions of this Section 5 titled "Preconstruction Conference and Notice to Proceed (NTP)" to its subcontractors at every tier.

The Paragraph Heading of Paragraph 6 is amended to read as follows:

6. Construction Progress Schedule and Construction Cash Flow

The CHA and Contractor covenant and agree to negotiate and jointly complete the following written documentation within fourteen (14) days of the issuance of a Notice to Proceed in association with the Agreement:

- 1) The Project Schedule;
- 2) Status Reporting Schedule(s), including elements of Report timing, frequency and content; and
- 3) Design and Approvals Procedures

The following is added:

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- 6.1 The Contractor shall perform the Work between 7 a.m. and 6 p.m., Monday through Friday inclusive, excluding holidays, unless otherwise expressly agreed herein.

(d) Construction Progress Schedule

(1) Work Schedule

Based on the CHA's proposed start and completion date(s) set forth in the Specification Bid Form pages, the Contractor shall prepare a critical path (CPM) schedule that includes engineering, procurement, construction and testing activities (the "Work Schedule"), covering the time from the start date through final completion.

The Work Schedule shall show all major activities and critical path(s). Schedule information shall consist of: detailed task (e.g., activity) descriptions, durations, network logic, preceding/succeeding tasks, total float, free float, and holidays.

- (ii) The Work Schedule shall identify milestones (the "Milestones").
- (iii) The Work Schedule shall allow for and reflect:
 - (a) Local weather conditions;
 - (b) Local jurisdictional or other restrictions on Work;
 - (c) Time for needed approvals by CHA or other agency or authority;
 - (d) CHA or other agency or authority inspections and/or tests when required by the Contract Documents;
 - (e) Coordination of Work with ongoing operations; and
 - (f) Other information that may be provided by CHA.
- (v) The software language for developing and maintaining the Work Schedule shall be Microsoft Project.

7. Site Investigation and Conditions Affecting the Work

8. Differing Site Conditions

9. Specifications and Drawings for Construction

10. As-Built Drawings

11. Material and Workmanship

The following is added:

- 11.1 The Work performed by Contractor shall be performed in a professional and workmanlike manner, 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 this Agreement. The Contractor shall at all times use its best reasonable efforts to assure quality, timeliness and, efficiency and creativity in rendering and completing the Services. The Contractor agrees that performance of the Services in a satisfactory manner shall include prompt responses to the CHA's requests.

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Accordingly, the Contractor shall return all telephone calls and respond to all electronic mail on a timely basis.

- (a) All equipment, material, and articles furnished under this Contract shall be new, unless otherwise specified.
- (d) Any reasonable decision by the CHA as to quality of Materials shall be final and not subject to arbitration or other manner of dispute resolution.
- (e) Unless this Contract specifies otherwise, the Contractor represents that the Material, including any residual inventory and former government surplus property identified under the "Other Than New Material, Residual Inventory, and Former Government Surplus Property" clause of this Contract, are new or are not of such age or so deteriorated as to impair their usefulness or safety.
- (f) If the Contractor believes that furnishing Other Than New Material will be in the CHA's interest, the Contractor shall so notify the Contracting Officer in writing and request written authority to use such Material. The Contractor's written notice shall include the reasons for the request along with a proposal for any consideration, cost reductions, or credits due the CHA if the Contracting Officer authorizes the use of Other Than New Material. This does not apply to the already proposed factory refurbished Cisco routers.

Contractor shall maintain regular scheduling and reporting communications and documentation which tracks and updates Contractor's ongoing progress through the communication tool, Sygnal System. A condition of Acceptance shall be Contractor's duty to return all Work Sites and Locations to the same condition which existed prior to the Contractor's Services, except as the same is impacted by virtue of the Contractor's Services. Contractor shall gather and maintain photographic and documentary evidence of all Work Site and Location conditions to document the conditions thereupon both prior to and subsequent to Contractor's commencement and completion of Services at each such Work Site or Location.

12. Permits and Codes

13. Health, Safety and Accident Prevention

The following is added:

- 13.1 The CHA acknowledges that it is now and shall remain in control of the Work Site generally, except to the extent that any portions, areas or other parts of any Work Site are under the effective use or control of Contractor pursuant to its performance of the Services, staging, storage/warehousing, delivery, or any other activity done in the provision or support of the Contractor's performance of its obligations hereunder, including without limitation, the Contractor's ingress or egress at the Site, and the Contractor's handling, installation, removal, demolition or disposal of any boilers or related equipment, facilities or systems. Except as expressly provided herein, the Contractor shall not be responsible for the adequacy of the health or safety programs or precautions related to the CHA's activities or operations, the CHA's other contractor(s), the work of any other person or entity, or Site conditions not directly related to the Work. The Contractor shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of

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the CHA or others at the Work Site. So as not to discourage the Contractor from voluntarily addressing health or safety issues while at the Work Site, in the event the Contractor does address such issues by making observations, reports, suggestions or otherwise, the CHA shall not hold, or attempt to hold, the Contractor liable or responsible on the basis of addressing same.

- (f) The Contractor expressly agrees to be solely responsible for the enforcement of all jobsite and project safety laws, rules, policies and programs applicable to its provision of the Work and of which it receives notification and copies with respect to its officers, directors, employees, agents, representatives, invitees and subcontractors (collectively "Contractor's Personnel") and shall defend, indemnify, and hold harmless the CHA from all actions and claims brought by Contractor's Personnel and to the extent resulting from the Contractor's accidental, willful, or negligent violation of said safety laws, rules, policies and programs and for actions or claims pursuant to injury or death sustained by Contractor's Personnel except to the extent that such injury or death was proximately caused by the CHA.
- (g) The CHA specifically disclaims any authority or responsibility for general Work Site safety and safety of persons other than CHA employees.
- (h) The Contractor shall maintain at its expense reasonable barricades and temporary fencing and security guard services as are necessary to protect the Work Site from unauthorized intrusion, vandalism and other criminal activity during the course of the Work. Such security measures shall not include hazardous activities, the use of guard dogs or electrified fences. Such security measures implemented by the Contractor shall remain in force until the Work is accepted by the CHA.
- (i) The Contractor shall provide and maintain Work environments, programs and procedures, which shall address the following:
 - (1) Safeguard the Contractor's Personnel, CHA residents, the public, and the CHA's personnel, property, materials, supplies, and equipment exposed to the Contractor's operations and activities;
 - (2) Avoid interruptions of government operations and delays in Project completion dates; and
 - (3) Control costs in the performance of this Contract.
- (j) If this Contract is for construction or dismantling, demolition, or removal of improvements, the Contractor shall do the following:
 - (1) Provide appropriate safety barricades, signs, and signal lights at the Work Site;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

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- (k) If this Contract is for construction or dismantling, demolition or removal of CHA improvements, the Contractor shall comply with all safety, health and environmental provisions governing the Work Site, including, but not limited to, OSHA, EPA, DOT, State of Illinois, and City of Chicago regulations, statutes, and standards.
- (l) Whenever the Contracting Officer or its representative becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public, CHA residents, or CHA personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the Work Site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any extension of the Work Schedule as a result of any Stop Work Order issued under this clause, unless the same arose from a bonafide business dispute. In the event of a Stop Work Order issued under this clause, the Contractor shall be responsible for all damages to or claims made against the CHA and/or any of the Contractor's or the CHA's subcontractors as a result of time delay, loss of materials, material price increases, and/or loss of productivity, unless Contractor's actions were reasonable given the totality of the circumstances. In any event the determination of whether, and under what terms, an extension of the work schedule may be granted, the CO shall exercise reasonable discretion in making such a determination.
- (m) If on the advice of technical representatives, a safety issue is identified, the parties will cooperate to develop a specific plan to address the concern. Additionally, Contractor shall submit a copy of its Safety Manual to CHA and implement such Safety procedures during the Services.
- (n) The Contractor shall flow down the provisions of this Section 13 titled "Health, Safety and Accident Prevention" to its subcontractors at every tier.

14. Temporary Heating

The following is added:

14.1 The Contractor shall have no Temporary Heating obligations under this Agreement.

15. Availability and Use of Utility Services

The following is added:

15.1 Notwithstanding the foregoing, the CHA shall provide the Contractor with access to all utility services needed by the Contractor in order to perform the Work and identified by the Contractor to the CHA prior to the commencement of the Work. The CHA shall take no

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action during the term of this Agreement to disrupt, modify, or adversely change the provision of utility services to the Site during the performance of the Work.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (l) The Contractor shall at all times keep the Work Site free from accumulation of waste material and rubbish caused by its operations. At the completion of the Work, the Contractor shall remove all accumulation of waste material and rubbish as well as all its tools, construction equipment, and surplus materials from the Work Site.

If the Contractor fails to keep the Work Site clean either during the course of the Work or fails at the completion of the Work to remove all waste materials, rubbish, tools, construction equipment and surplus materials from the Work Site caused by its operations, the CHA may do so upon written notification to the Contractor. The cost of such cleanup or removal operations to the CHA shall be charged to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (c) The Contractor must designate an area to serve the posting requirements of this Contract and the statutory requirements of the State of Illinois and the Federal government. A board (4' x 8') must be in plain view in a well-trafficked area for certain CHA developments requiring a field construction office. On this board shall be posted Equal Employment Opportunity, Occupational Health and Safety Administration, Workers' Compensation, and Davis-Bacon Wage information in compliance with the conditions of this Contract. One sign will be provided per work crew in a location mutually agreeable between Contractor and CHA.
- (d) For Services at certain CHA developments, the Contractor shall furnish and maintain during construction of the Project, a Project Office at the Work Site (the "Project Office") to be designated by the CHA, for use of the onsite project team, its consultants, or Architect, as follows: the Project Office shall include light, heat, cold water, toilet facilities, plan tables, a desk chair, and one (1) file cabinet with a minimum of four (4) drawers.

18. Clean Air and Water

- (b) In addition to other applicable statutes, regulations and ordinances, the Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:
- (1) The Clean Air Act (42. U.S.C. 7401, et. seq.), and any amendments thereto;
 - (2) The Clean Water Act (33 U.S.C. 1251 et. seq.), and any amendments thereto;
 - (3) The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCRA) of 1976 (42 U.S.C. 6901, et. seq.), and any amendments thereto;

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- (4) The Toxic Substance Control Act (TSCA) (15 U.S.C. 2601 et. seq.), and any amendments thereto;
 - (5) The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), and any amendments thereto;
 - (6) Illinois Environmental Protection Agency regulations, and any amendments thereto;
 - (7) Illinois Department of Labor regulations, and any amendments thereto; and
 - (8) City of Chicago Ordinances, and any amendments thereto.
- (c) In the performance of the Work, the Contractor shall not transact business with any company's facility that appears on the U.S. EPA's "List of Violating Facilities" (EPA List) as established by Executive Order 11738, and the U.S. EPA's Implementing Regulations found at 40 CFR Part 15, and any amendments thereto. In the event that the Contractor is the owner of a Facility on the EPA List, or the Contractor has breached any of the provisions of this Section 18; the CHA, at its option, may terminate this Contract.
- (d) Use of Class I Ozone-Depleting Substances:
- (1) In accordance with Section 326 of Public Law 102-484, the CHA is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I Ozone-Depleting Substance (ODS) identified in Section 602(a) of the Clean Air Act, [42 U.S.C. 767(a)], or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by an acquisition official who determines that there is no suitable substitute available.
 - (2) To comply with this statute, the CHA has conducted a "best efforts" screening of the specifications and standards associated with this Contract to determine whether any ODS requirements are included. To the extent that ODS requirements were revealed by this review, they are identified below with the disposition determined in each case:

ODS IDENTIFIED _____

SPECIFICATION/STANDARD _____

DISPOSITION _____
 - (3) If this Contract requires use of ODS, the Contractor shall perform as stated in the "disposition" column above. However, to the extent that the specifications or standards require the use of ODS or the possibility of such use, the Contractor shall give a preference to non-ODS alternatives.
 - (4) If the Contractor possesses any special knowledge about any other ODS required directly or indirectly at any level of Work performance, the Contractor shall notify the CHA and identify such substances at the earliest possible time. The Contractor shall

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provide any information it may have regarding the requirement of ODS as soon as possible after release of the Specifications for Bid and prior to the Contractor's submission of its bid to the extent practicable.

(e) The Contractor shall flow down the provisions of this Section 18 titled "Clean Air and Water" to its subcontractors at every tier.

19. Energy Efficiency

20. Inspection and Acceptance of Construction

The following is added:

20.1 Notwithstanding the foregoing, for purposes of this Agreement, Acceptance shall occur in three separate phases, as follows and as further described in Exhibit VIII to the Agreement:

20.1.1 Building Acceptance. The Contracting Officer's signature (or that of an authorized delegate thereof) on a Building Acceptance indicates that the PHA has inspected and accepted the Work at such building or Location. Upon such signature, the risk of loss for theft or damage to the relevant installed Equipment passes to the PHA. The maintenance coverage provided by the Contractor for the relevant Work, however, does not commence until the completion of 679th building or at 70% completion of the individual buildings, whichever is earlier. In no case shall an individual building receive less than twelve (12) months of maintenance coverage.

20.1.2 Development Final Acceptance. The Contracting Officer's (or delegate thereof) signature on a Certificate of Development Final Acceptance indicates that the PHA has inspected and accepted all of the Work relevant to the specific Development.

20.1.3 Final Completion Acceptance. The Contracting Officer's signature (or that of an authorized delegate thereof) on the Certificate of Final Completion indicates that the PHA has inspected and accepted all of the Work to be performed under this Agreement and that all such Work is completed so that the PHA is able to realize substantially all of the practical benefits intended to be gained therefrom, or otherwise employ all of the Work for its intended purposes.

21. Use and Possession Prior to Completion

22. Warranty of Title

23. Warranty of Construction

The following is added:

23.1 Notwithstanding the foregoing, the following identifies the express limited warranties provided by the Contractor to the PHA hereunder:

23.1.1 Until one year from the date of the relevant Building Acceptance, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

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- 23.1.2 The Contractor assigns to the PHA, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment. Such warranties shall provide a term of no less than the term provided for Equipment covered under 23.1.1.
- 23.1.3 Labor for all Work is warranted to be free from defects in workmanship for one year after the date of the relevant Certificate of Building Acceptance.
- 23.2 The following identifies the limitations to the express limited warranties provided by the Contractor to the PHA:
- 23.2.1 The limited warranties set forth in Sections 23.1.1 and 23.1.3 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than the Contractor or its authorized representative; (ii) which the PHA or its agents subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per the manufacturer's instructions, or otherwise subjects to improper maintenance, gross negligence or accident; (iii) damaged because of any use of the Equipment after the PHA has, or should have had, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by the Contractor or not bearing the Contractor's nameplate the warranty being provided for such Equipment in accordance with 23.1.2.
- 23.2.3 REPAIRED OR REPLACED EQUIPMENT OR SERVICES WILL BE WARRANTED HEREUNDER ONLY FOR THE REMAINING PORTION OF THE ORIGINAL WARRANTY PERIOD.
- 23.3 The Contractor will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:
- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment unless specifically covered by the warranty provisions herein or otherwise specifically stated herein; or
 - (b) The PHA's or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond the Contractor's control. THE CONTRACTOR ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY THE CONTRACTOR OR ITS AGENTS.
- 23.4 The following disclaimer is added: THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

24. Prohibition against Liens

It is expressly agreed that the Contractor shall execute a release of liens, stop notices and claims as shown at Exhibit A ("Release and Waiver of Liens, Stop Notices, and Claims") prior to final payment. If the Contractor has contracted with subcontractors, the Contractor shall provide a Release and Waiver of Liens, Stop Notices and Claims in substantially the same format as Exhibit A from each subcontractor and materialman supplying goods and services, in addition to its own Release and Waiver of Liens, Stop Notices, and Claims.

25. Contract Period

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The Contractor shall commence Work under this Contract on a date specified in the written Notice to Proceed, to be issued by the CHA. The Contract Period (e.g., "term") of this Contract is determined by the commencement date in the Notice to Proceed and the completion of Work described in Exhibit II, Scope of Work, and is further described in Section 3.01 of the Agreement.

26. Order of Precedence

(a) Notwithstanding anything to the contrary set forth elsewhere in the Contract Documents, the order of precedence and controlling documents of this Contract are:

- (1) The Professional Services Agreement For Assessment, Design, Implementation, Testing And Maintenance Of Networked Surveillance Camera Systems between Siemens Industry, Inc. and the Chicago Housing Authority, Contract No 9068, without any of its attachments (the "Contract");
- (2) Written Modification / Amendment / Change Orders to Contract;
- (3) General Conditions of Construction Contracts (form HUD-5370), as supplemented by these Agreed Conditions;
- (4) Contractor's Scope of Services as described in Exhibit II
- (5) Contractor's Proposal as revised and submitted pursuant to the CHA's Request For Proposal relevant to the Work;
- (6) Instructions to Bidders (form HUD-5369);
- (7) Technical Specifications;
- (8) Drawings of the Contract; and
- (9) Contractor's completed Certifications, Representations, and Other Statements of Bidders (form HUD-5369-A), and incorporated Exhibits and Schedules.

(b) To the extent practicable, the above-referenced documents shall be interpreted in a harmonious fashion. In the event the Contractor identifies any discrepancies, incorrect statements, omissions, errors, ambiguities or contradictions among the above-referenced documents, it shall notify the CHA in writing, immediately upon such identification. Such notification shall include a complete description of the issue and the document(s) involved. The Contractor shall also identify a timeframe in which the issue must be resolved in order to avoid any delays to the Critical Path schedule. The CHA and the Contractor will bilaterally negotiate any necessary changes to these documents, directives, or statements to resolve the discrepancies, incorrect statements, omissions, errors, ambiguities or contradictions and any additional time required to complete a Critical Path task. The resolution shall be made a part of the Contract by bilateral change order or amendment. In the event the CHA and the Contractor cannot come to agreement, the CHA shall issue a unilateral change order making its resolution part of the Contract and any claim or dispute shall be resolved pursuant to the Section 31 titled

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"Disputes."

The Contractor shall flow down the provisions of this Section 26 titled "Order of Precedence" to its subcontractors at every tier.

27. Payments

The following is added:

- 27.1 The aggregate amount paid by the PHA provides for and is solely in consideration of the Scope of Work and Services described in Exhibit II. Such amount is set forth in the Agreement at Article 4.
- 27.2 Invoicing shall correspond with the PHA's execution of building logs related to the percentage of work actually completed. Each invoice shall be supported by a schedule of values detailing the Work for which the Contractor seeks payment.
- 27.3 Clause 27 (h) of the *form HUD-5370 (11/2006)* is supplemented as follows:
- "...In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to PHA and to seek redress for its damage only from those who directly caused it, provided such damage occurs prior to the initial acceptance, Contractor shall have no liability for restoring such damaged work if such damage occurs after the initial acceptance. In such event, the PHA shall restore such damaged work at the cost of the PHA and at no cost to the Contractor."
- 27.4 Payments made for the Maintenance Services Program shall be made in accordance with the schedule(s) set forth in Exhibit II
- 27.5 Notwithstanding any other provisions to the contrary, the Contractor shall submit monthly invoices detailing the fees due for services rendered and goods supplied. The invoices shall be subject to the review and approval of the PHA. The Contractor shall furnish such supporting documents and additional information as may be required to support and approve each invoice. The PHA shall make a commercially reasonable effort to pay the invoices within thirty (30) days of receipt of a properly submitted invoice.
- 27.6 The PHA shall pay the Contractor compensation in an amount not to exceed Twenty Two Million, One Hundred Thirty-Six Thousand, Five Hundred Two and 00/100 Dollars (\$22,136,502.00) for the Contractor's full and complete performance of the Work and Services described in the Agreement. The Contractor waives any additional claims for such Work and Services that would result in payment in excess of this amount, with the exception of claims arising from Sections 30.3.
- (c) The breakdown of the total contract price, described in Paragraph 27(c) may also be referred to herein as the "Schedule of Amounts."
- (d) Reserved.
- (i) The PHA...(2) presentation of release of all claims against the PHA arising by virtue of this Contract for payment and any rights under any similar ordinance, rule or statute related to payment rights that it has relating to the Contractor's Work, other than..."
- (j) Paragraph 27(j) shall be amended to include the following: The Contracting Officer may require original, current partial or final lien waivers from the Contractor's subcontractors

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at any tier, and material suppliers; and may require those partial or final lien waivers to correspond to the progress payment request being submitted to the CHA for payment.

- (k) The first sentence of Paragraph 27(k) is amended to read as follows: "Unless required by Federal, State or local law, the PHA shall not: (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or (2) withhold any moneys for the protection of the subcontractors or material suppliers."
- (l) Notwithstanding the provisions of Section 27 of the General Conditions, upon completion of the Project, or where there are prescribed Work phases, upon completion of each phase, or on thirty (30) day intervals to be determined at the pre-construction meeting, whichever is less, the Contractor and a CHA representative shall conduct a walk-through inspection to certify that the Work has been performed satisfactorily. The Contractor may submit a progress payment request only for the Work certified by the CHA as having been completed satisfactorily. The CHA will use its most reasonable efforts to tender payment, less proper retention per the General Conditions, on all CHA approved progress payment requests received pursuant to the payment terms and General Conditions, Sections 6 and 27, as soon as possible thereafter. The retained amount will be remitted in accordance with Section 27 of the General Conditions.
- (m) The CHA may verify the progress payment requests for accuracy, reasonableness, accountability and allowance. In the event the CHA determines that an item or part of a progress payment request is improper and will not be paid as requested, the CHA will annotate (or "blue line") that item or part so that the Contractor can provide further support or explanation, or can resubmit that payment request in proper form. The corrected progress payment item will be reconsidered with the next progress payment request. All items and portions of a progress payment request that are not blue-lined will be paid, provided that all other provisions of this Contract addressing payment are satisfied.
- (n) The Contracting Officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. To secure such payments, the Contractor is required to provide an Illinois Miller Act payment bond to the CHA in an amount equal to one-half of the value of the Contract.

In the event the Contractor fails to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Work Site the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Notwithstanding the above provision, the CHA shall not be obligated to make any payment to the Contractor unless the Contractor has fully complied with all of the Contract provisions including, but not limited to the following:

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- (1) Reserved.
- (2) The Contractor performs the Work pursuant to the Work Schedule approved per the terms of the Contract.
- (3) The Contractor's minimum rates of pay have been and are in conformance with those promulgated pursuant to the Davis-Bacon Act (40 USC 276a et. seq.) as determined and readjusted periodically by the U.S. Department of Labor's General Wage Decisions.
- (4) The Contractor carries the insurance specified in Section 36 of these Agreed Conditions without interruption or breaks in coverage.
- (5) The Contractor has submitted to the CHA proper bond and insurance certificates in a timely fashion as required and specified in Section 36 of these Agreed Conditions.
- (6) The Contractor has submitted proper payroll and related reports in a timely fashion as required and specified in Section 46 of these Agreed Conditions.
- (7) The Contractor makes timely submission of acceptable initial Work Schedules, acceptable Work Schedule updates simultaneous with the progress payment requests, and an acceptable "as-built" Work Schedule simultaneous with the final payment request.
- (8) The Contractor has complied with the MBE/WBE/DBE Utilization Plan and the Section 3 Utilization Plan.
 - (i) With respect to the MBE/WBE/DBE Utilization Plan, the Contracting Officer may withhold from the Contractor for each one percent (or fraction thereof) of shortfall toward the MBE/WBE goal, one percent of the base bid for this Contract. Any deductions from the Contractor's payments resulting from the Contractor's MBE/WBE/DBE non-compliance shall not waive any of the CHA's rights to pursue any other remedies available in law or in equity.
 - (ii) With respect to the Section 3 Utilization Plan, the Contracting Officer may withhold from the Contractor the minimum amount required to be allocated to Section 3, per the CHA's Section 3 Policy, less the amount of contract dollars paid to Section 3 recipients. Any deductions to the Contractor's payments resulting from the Contractor's Section 3 non-compliance shall not waive any of the CHA's rights to pursue any other remedies available in law or in equity.
- (o) The CHA reserves the right to issue payments pursuant to this Paragraph through an escrow established by the CHA.
- (p) The Contractor acknowledges and agrees that the requirements with respect to the Construction Cash-Flow in Paragraph 6 are in addition to the breakdown of the total contract price described in this Paragraph.

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27.7 Fees-at-risk

The CHA will place \$250,000.00 of the retention set forth in the General Conditions into "fees-at-risk" as security for delays to the Project Schedule caused solely by Contractor. CHA will release these fees-at-risk if the Contractor meets the 100% Project completion milestone date, and as an incentive for regular timely progress, CHA also agrees to release \$50,000 of the fees-at-risk each time the Contractor meets an interim Project milestone (25%, 50% and 75% complete). However, if Contractor fails to meet the 100% Project completion milestone date, then any remaining fees-at-risk may be forfeit at CHA's sole discretion.

28. Contract Modifications

29. Changes

30. Suspension of Work

The following is added:

- 30.1 If payment for the undisputed portion of an invoice is not received by Contractor from CHA within 30 days of CHA's receipt of the invoice, Contractor shall issue to CHA a "Notice of Overdue Payment". This Notice shall be a prerequisite to Contractor declaring an Event of Default and exercising its remedies pursuant to Article 7 of the Contract.
- 30.2 The Contractor shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its reasonable control, including but not restricted to acts or omissions by the PHA or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.
- 30.3 The PHA may at any time request that the Contractor suspend its Services or Work or any part thereof by giving ten (10) business days prior written notice to the Contractor or upon notice as soon as reasonably practical in the event of emergency. The Contractor shall promptly resume performance of such Services under the same terms and conditions as stated herein when requested to do so by the PHA and the project schedule shall be comparably extended to offset the period of suspension. Notwithstanding the above, if any suspension or delay exceeds thirty (30) days, Contractor shall be entitled to an equitable extension of the project schedule, and may submit a request for the payment of any costs reasonably incurred directly as a result of and in connection with the extended suspension or delay, to the extent that the PHA's suspension is the result of matters or activities within the PHA's reasonable control.

(f) Stop Work Orders

- (1) The Contracting Officer may, at any time, by written order to the Contractor ("Stop Work Order"), require the Contractor and its subcontractors to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after a Stop-Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Order shall be specifically identified as a Stop-Work Order under this Section 30. Upon receipt of the Stop Work Order, the Contractor shall

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- immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage.
- (2) Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (i) Cancel the Stop-Work Order; or
 - (ii) Terminate the Work covered by the Stop Work Order as provided in the Default or the Termination for Convenience provisions of this Contract.
- (3) If a Stop Work Order issued under this Section 30 is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. In the event that the Stop Work Order was issued for reasons other than the Contractor's or any subcontractor's failure to comply with all terms and conditions of this contract, the Contracting Officer may make an equitable adjustment in the Work Schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly, if;
- (i) The Stop-Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of the Work; and
 - (ii) The Contractor asserts its right to the adjustment in writing, addressed to the Contracting Officer, within ten (10) business days after the end of the period of Work stoppage;
- (4) If a Stop Work Order is not cancelled and the Work covered by the Stop Work Order is terminated for the convenience of the CHA, the Contracting Officer shall allow reasonable costs resulting from the Stop Work Order pursuant to the Termination for Convenience provisions in paragraph 34 of the contract.
- (5) The Contractor shall flow down the provisions of this Section 30 titled "Suspension of Work, Delays, and Stop Work Orders" to its subcontractors at every tier.

31. Disputes

- (g) It is expressly agreed by the Contractor that in no event shall it be entitled to bring any legal action or claim pursuant to this Contract or any amendment thereto upon the passing of one (1) calendar year after the termination of this Contract, or the Final Completion of the Project, whichever shall occur later, notwithstanding any other provision at law or under this Contract.
- (h) This Contract shall not create any rights or benefits to parties other than the CHA and the Contractor, except such other rights as may be specifically called for herein.

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- (i) The Contractor shall flow down the provisions of this Section 31 titled "Disputes" to its subcontractors at every tier.

32. Default

- (b)(2) The Contractor, within ten (10) business days (unless otherwise indicated) from the Contractor's knowledge beginning of the delay..."
- (d) The CHA may, upon delivery of written notice to the Contractor, without prejudice of any other rights or remedies of the CHA, terminate the Contractor's right to proceed with the Work for default, if one (1) or more of the following material defaulting events occur, including, but not limited to:
- (1) The Contractor fails to execute, deliver and/or furnish the bond and insurance certificates required and specified within ten (10) business days after notification of Contract award.
 - (2) The Contractor files for, or is forced by creditors into a suit for, bankruptcy or any other action in insolvency.
 - (3) The Contractor fails to maintain continuous insurance coverage as required in Section 36, such failure to include lapses in coverage of one (1) day or more.
 - (4) The Contractor makes a general assignment for the benefit of its creditors.
 - (5) A receiver is appointed for the Contractor on account of its insolvency.
 - (6) The Contractor violates any material provision of the Contract documents.
 - (7) The Contractor fails to maintain and renew bonds required in this Contract.
 - (8) The Contractor fails to pay any of its subcontractors or suppliers within ten (10) days after receipt of payment from the CHA to the Contractor.
 - (9) The Contractor suspends diligent prosecution of the Work or abandons the Work for ten (10) or more days.
 - (10) The Contractor does not prevent the imposition of liens impacting the Project.
 - (11) The Contractor makes any material misrepresentation of the Representations and Certifications to this Contract, whether intentional or not.
 - (12) A loss time injury or death occurs in which an OSHA penalty is assessed.
 - (13) The Contractor materially breaches its performance of the Contract.
 - (14) The Contractor fails to complete the Work in accordance with the Work Schedule.
 - (15) Kickbacks of employee wages, subcontractor or vendor payments, or any other

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payment to the Contractor or subcontractor, or its respective principals, superintendents, or foremen occur.

- (16) The Contractor or its subcontractors fail to pay Davis-Bacon wages, inaccurately certify payrolls, or miscategorize an employee's job classification.
- (17) The Contractor is terminated for default on any other CHA contract.
- (18) The Contractor is debarred from any other Federal, State of Illinois, or City of Chicago procurement activity or contract during the term of this Contract.
- (19) The Contractor or any of its principals owning more than five (5%) percent of the Contractor is charged with or arrested for criminal conduct for which there may be a felony conviction.
- (20) The Contractor fails to obtain in a timely manner, maintain, continuously renew, or lacks any license, permit or registration required by the City of Chicago or State of Illinois.
- (21) The Contractor fails to maintain a "drug-free" Work Site.
- (22) The Contractor fails to provide accurate and timely Critical Path Method Work Schedules and updates.
- (23) The Contractor fails to maintain levels of employment and use of MBE/WBE/DBE and other preference categories of employees, subcontractors and vendors as prescribed at law or as agreed to in this Contract.
- (e) In the event the CHA delivers such notice of termination for default, the Contractor will have thirty business (30) days to remedy (e.g., "cure") the defaulting event to the satisfaction of the Contracting Officer. The Contracting Officer's determination shall be final.
- (f) In the event the CHA's decision to terminate this Contract for default is found to be wrongful, the termination for default shall become a termination for convenience and the Contractor's exclusive remedy shall be those provided in Section 34.
- (g) In the event of such termination for default, the CHA may take over the performance of the Contract and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable for any excess cost occasioned to the CHA, in addition to any forfeited fees-at-risk as described in Section 27.7 above for failure to complete the project on time as required by the Contract and the Work Schedule. In any such case, the CHA may take possession of and use any of the Contractor's materials and appliances, as is on the Work Site, as may be necessary to properly complete the Work and Project, if it is determined that not so doing will cause delay in completion of the performance thereof, whether or not for reasons beyond the control of the Contractor or any subcontractor, which is detrimental to the interests of the CHA.
- (h) In the event the Contractor's surety is required to complete the Work, it is specifically

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agreed that the Contractor shall not be allowed to complete or subcontract to complete the Work through the surety.

- (i) If the Contractor is terminated for default, it shall be debarred from performing any other contracts for the CHA for a period of not less than three (3) years from the date of such termination.
- (j) In the event of termination for default, the Contractor shall be liable to the CHA for any and all damages sustained by the CHA as result of the Contractor's default.
- (k) The foregoing provisions are in addition to, and not in limitation of, the rights of the CHA under any of the provisions of the Contract, at law or in equity.
- (l) The Contractor shall flow down the provisions of this Section 32 titled "Default" to its subcontractors at every tier.

33. Liquidated Damages

34. Termination for Convenience

35 Assignment of Contract

36. Insurance

The following is added:

36.1 Clause 36(b) of form HUD-5370 (11/2006) is modified as follows:

"...The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and ~~each the PHA shall be named in~~ added to the policy or policies as an ~~insured~~ Additional Insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time that the Contractor takes possession thereof until the work is accepted by the PHA by executing the relevant Unit Log...."

Prior to the commencement of this Agreement, the Contractor 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 Contractor, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by the Contractor 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 Contractor or by its subcontractor, joint ventures, partners, agents, officers or employees.

A. Required Insurance Coverage

1. Workers Compensation and Occupational Disease Insurance

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Workers Compensation and Occupational Disease Insurance along with Employers Liability in accordance with the laws of the State of Illinois in an amount of not less than \$1,000,000/\$1,000,000/\$1,000,000.

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

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars (\$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 Contractors agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Contractors 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 Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

4. Errors and Omissions Coverage. Errors and Omissions insurance covering acts, errors or omissions of Contractor's product or Work including representations/warranties to this Contract, shall be maintained with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Coverage extensions shall include Blanket Contractual Liability and Internet presented issues including but not limited to: Failure of Hotlinks to Work, Failure of Supply Chains, Loss of Data, Theft of Intellectual Property, Transmission of Computer Viruses, Disruption of Service attacks, etc. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of Services under this Agreement. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5. Umbrella Liability

Coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

B. Related Requirements

The Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts Department, 60 East Van Buren, Chicago, Illinois 60605, Certificates of Insurance evidencing the required Coverage to be in force on the Date of this

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Agreement. In addition, copies of the blanket endorsement(s) adding the CHA to Contractor's policy as an additional insured are required. The required documentation must be received prior to the Contractor commencing work under this Agreement. Renewal Certificates of Insurance, or such similar evidence, is to be received by the Procurement and Contracts Department prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. At the CHA's option, non-compliance will result in one or more of the following actions: (1) The CHA will purchase insurance on behalf of the Contractor and will charge back all cost to the Contractor; (2) all payments due the Contractor will be held until the Contractor has complied with the Agreement. 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 canceled.

If any of the required insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Contractor shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by Contractor. If desired, CHA may view Contractor's policy during regular business hours at the corporate offices of Siemens Corporation in Iselin, New Jersey, pursuant to reasonable advance written notice. It is further agreed that the Contractor shall provide the CHA thirty (30) days notice in the event of the occurrence of any cancellation.

The Contractor shall require all subcontractors or consultants to carry the insurance required herein or the Contractor 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 in Section "A" above.

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

37. Subcontracts

Unless otherwise provided for herein, the Contractor shall not subcontract, assign, otherwise delegate or otherwise transfer all or any part of its obligations under this Agreement or any part hereof without the prior written approval of the CHA, which approval shall not be unreasonably withheld. The absence of such prior written approval shall void the attempted subcontracting, assignment, delegation or transfer and shall have no legal effect on the Services or this Agreement.

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

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of its rights or interests hereunder.

- (f) All subcontractors utilized by the Contractor and not so identified at the time of bid or offer submission, must receive prior approval in writing by the Contracting Officer, prior to utilization for any subcontract on this Contract greater than \$50,000.00.
- (g) The Contractor shall submit to the CHA a true and original copy of each subcontract, including subcontracts at any tier, it executes for any portion of the Work within ten (10) days of execution of the subcontract and submit to the CHA within ten (10) days any amendment, modification, or change thereto.
- (h) The Contractor shall comply with all applicable laws, regulations, policies and procedures of the CHA in the procurement of lower-tier subcontractors.
- (i) The Contractor shall incorporate the flowdown requirements of this Contract into all of its lower-tier subcontracts. Said contract provisions in all subcontracts will be appropriately drafted to reflect the proper relationship among the CHA, the Contractor and the lower-tier subcontractor with regard to the lower-tier subcontract.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

Contractor agrees to comply with the CHA's MBE/WBE/DBE Minority and Women Disadvantaged Business Enterprise ("MBE/WBE") requirements and the CHA's Section 3 requirements in accordance with the Contractor's MBE/WBE Utilization Plan and Section 3 Utilization Plan, which are attached hereto as Exhibit III and incorporated by reference set forth herein, and otherwise comply with the CHA's MBE/WBE Policy and Section 3 Policy as may be required.

- (f) To the greatest extent feasible and in compliance with all CHA policies, subcontracts shall be let to minority subcontractors, particularly those that are located in or owned in substantial part by persons residing in the area of the Project.
- (g) Contractor must complete and submit the following forms:

- (1) Schedule A – Affidavit of MBE/WBE/DBE Utilization Plan

Contractor must submit, as part of the overall MBE/WBE/DBE Participation Proposal, a Schedule A which commits it to the utilization of each listed MBE/WBE/DBE subcontractor or vendor in the direct or indirect performance of Work.

- (2) Schedule B - Letter of Intent: MBE/WBE/DBE Sub-Contractors, Suppliers, and Consultants

Contractor shall commit to the expenditure of a specific dollar amount of participation by each listed MBE/WBE/DBE subcontractor or vendor. The total dollar commitment to proposed MBE/WBE/DBEs must at least equal the required Contract participation

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goal shown as follows:

<u>Contract Amount</u>	<u>MBE/WBE/DBE Percentage</u>
\$ 25,000 - \$ 200,000	25%
\$200,001 - \$ 500,000	30%
\$500,001 - \$1,000,000	35%
Over - \$1,000,000	40%

(3) Reserved.

(4) The Contractor shall, within thirty (30) business days of receiving the Contract or prior to any Work being performed, execute formal Contracts or purchase orders with the MBE/WBE/DBE subcontractors or vendors included in its MBEWBE/DBE Participation Proposal and Schedules A and B. These written agreements shall be forwarded to the Contract Compliance Section, 60 East Van Buren St., 13th Fl., Chicago, IL 60605.

39. Equal Employment Opportunity

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968

(h) In order to implement a more effective approach to ensuring resident hiring through the CHA's procurement program, the following requirements are made in addition to Section 40 of the General Conditions:

(1) Procurement Documents

Contractor must include a Section 3 Utilization Plan or other form required by the CHA that indicates its commitment to meet the CHA's resident hiring requirements.

(i) Enforcement

To facilitate the CHA's decision-making process pertaining to resident hiring, the Contractor shall submit such documents as the CHA shall request, at the frequency requested, that clearly identify the Section 3 hires. The Contractor must comply with the Section 3 requirement throughout the term of the Contract. If the Contractor fails to comply with CHA's Section 3 requirements, the CHA shall be entitled to withhold from payments such amounts as set forth in Section 27 above.

(j) Monitoring and Enforcement Authority and Responsibility

The Contract Compliance Division of the Department of Procurement and Contracts will carry out the function of monitoring and enforcing resident hiring with respect to this Contract.

(k) Definition

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For participation in the Resident Hiring effort, a resident is defined as a public housing resident or an individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended who meets the following criteria:

- (1) Low-income persons – families (or single persons) whose incomes do not exceed eighty (80%) per cent of the median income for the area.
- (2) Very low-income persons – families (or single persons) whose incomes do not exceed fifty (50%) per cent of the median income for the area.
- (l) The Contractor shall flow down the provisions of this Section 40 titled "Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968" to subcontractors at every tier.

41. Interest of Members of Congress

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

If any member, officer or employee of the CHA involuntarily acquires any interest direct or indirect in the Project, this Contract, or the proceeds thereof, or had acquired any such interest prior to appointment or employment of such member, officer, or employee, then such person shall immediately disclose any such interest in writing to the CHA.

Upon any such disclosure, a member, officer, or employee of the CHA shall not participate in any action of the CHA relating to the Project or this Contract in which it may have any such interest. No member of or delegate to the Congress of the United States of America, or sitting Commissioner of the CHA, or member of the Legislature of the State of Illinois, or member of the City Council of the City of Chicago, Illinois, shall be admitted to any share or part of the Contract or to any benefit to arise therefrom; provided that this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

The Contractor shall flow down the provisions of this Section 42 titled "Interest of Members, Officers or Employees and Former Members, Officers, or Employees" to subcontractors at every tier.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (c) No person or business entity shall be awarded a contract or subcontract for a period of at least five (5) years from the date of conviction or entry of a plea or admission of guilt, for the following disqualifying acts, if that person or business entity:

- (1) Has been convicted of an act committed within the State of Illinois of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (2) Has been convicted of an act committed within the State of Illinois of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. sec. 1 et. seq.), or has been convicted of bid-rigging or attempting to rig bids

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under the laws of the State of Illinois.

- (3) Has been convicted of an act committed within the State of Illinois of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act (15 U.S.C §1 et. seq.), or has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois.
- (4) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois.
- (5) Has made an admission of guilt of such conduct as set forth in subparagraphs (1) through (4) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to.
- (6) Has entered a plea of nolo contendere to charges of such conduct as is set forth in subparagraphs (1) through (4) above.
- (d) For purposes of this Section 43, "business entity" means a corporation, partnership, trust, association, unincorporated business or individually owned business. Where an official, agent, or employee of a business entity committed the disqualifying acts set forth in paragraph (c) above, on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct and disqualified.
- (e) A business entity shall also be disqualified if it employs as an officer any individual who was an officer of another business entity at the time the latter committed a disqualifying act.
- (f) A business entity shall also be disqualified if any owner who controls, directly or indirectly, 20% or more of the business was an owner who directly or indirectly controlled 20% of another business entity at the time the latter committed a disqualifying act.
- (g) Any contract or subcontract found to have been awarded in violation of this Section 43 shall be voidable at the discretion of the CHA Board of Commissioners. Payment for Work completed at the time of any such voiding shall be at a quantum meruit rate.
- (h) The Contractor shall flow down the provisions of this Section 43 titled "Limitations on Payments Made to Influence Certain Federal Financial Transactions" to subcontractors at every tier.

44. Royalties and Patents

45. Examination and Retention of Contractor's Records

- (d) The CHA shall furnish to the Contractor all Project related data and documents, whether recorded on paper or electronically recorded media such as, but not limited to, audio tapes, computer disks, internal drives, software programs, and photographs ("Project Documents") readily available to the CHA that are necessary for the Contractor's efficient and effective provision of the Work, to the extent such Project Documents are

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not proprietary or confidential. In the event necessary Project Documents are not readily available to the CHA, the CHA shall cooperate with the Contractor to obtain such Project Documents in an expeditious manner.

- (e) The Parties agree that the CHA shall retain title to and possession of all Project Documents that it furnishes to the Contractor. The Contractor will be permitted to retain reproducible copies of all non-confidential or non-proprietary Project Documents.
- (f) The Contractor agrees to be fully bound by any confidentiality or proprietary agreement imposed on the CHA with regard to similarly protected Project Documents, and/or to enter into any reasonable confidentiality or proprietary agreement proposed by the CHA before accepting receipt of confidential or proprietary Project Documents.
- (g) The Parties agree that the Contractor shall furnish to the CHA, and the CHA shall be given title to and possession of, all data and documents, whether recorded on paper or electronically recorded media such as, all Deliverables required pursuant to this Contract ("Contractor's Records"). The Contractor will be permitted to retain reproducible copies of all Contractor Records.
- (h) In the event of termination of this Contract for any cause, Contractor expressly agrees to promptly give possession of all Project Documents and Contractor's Records it has possession of or custody over, whether complete or in process, with respect to the Project and this Contract, to the CHA. The CHA shall have the right to use the Project Documents and Contractor's Records at any time without restriction or limitation and without compensation to the Contractor other than that provided in this Contract.
- (i) The Contractor agrees at any time during the performance of the Work that all Project Documents and Contractor's Records shall be made available to the CHA for review or use to the extent such review or use does not unduly delay or interfere with the provision of the Work.
- (j) The Contractor expressly agrees that it shall retain and maintain all records and documents, to include Project Documents and non-proprietary Contractor's Records, relating to this Contract for three (3) years after final payment or any applicable statute of limitations, whichever is longer, and make them available for inspection and audit by authorized representative of the CHA at all reasonable times. The accounting records and all supportive documentation shall be maintained as they are kept in the ordinary course of business. All reports and results of such audits will be made fully available to the CHA on a timely basis.
- (k) Notwithstanding the above, in no event shall CHA acquire any interest in any of Contractor's formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights.
- (l) The Contractor shall flow down the provisions of this Section 45 titled "Examination and Retention of Contractor's Records" to subcontractors at every tier.

46. Labor Standards – Davis-Bacon and Related Acts

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EXHIBIT VI: AGREED CONDITIONS TO HUD 5370 FORM

47. Non-Federal Prevailing Wage Rates

48. Procurement of Recovered Materials

END OF AGREED CONDITIONS TO HUD 5370

CHICAGO HOUSING AUTHORITY

SIEMENS INDUSTRY, INC.

BY: 

BY: _____

Lewis A. Jordan
Chief Executive Officer

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

BY: 

BY: _____

General Counsel

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47. Non-Federal Prevailing Wage Rates

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END OF AGREED CONDITIONS TO HUD 5370

CHICAGO HOUSING AUTHORITY

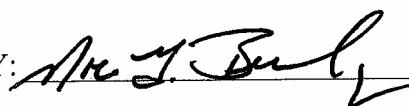
SIEMENS INDUSTRY, INC.

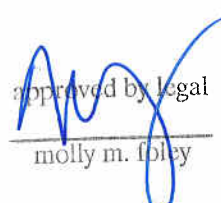
BY: _____
Lewis A. Jordan
Chief Executive Officer

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

BY: 
PETER KAMPS
VICE PRESIDENT
FINANCE & BUSINESS ADMINISTRATION

BY: _____
General Counsel

BY: 
NOE G. BERMUDEZ
ASSISTANT SECRETARY


approved by legal
molly m. foley

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EXHIBIT VI: AGREED CONDITIONS TO HUD 5370 FORM

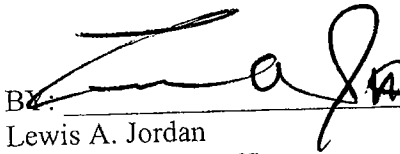
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END OF AGREED CONDITIONS TO HUD 5370

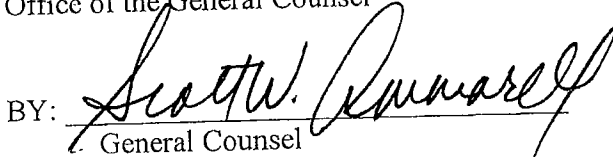
CHICAGO HOUSING AUTHORITY

SIEMENS INDUSTRY, INC.

BY: 
Lewis A. Jordan
Chief Executive Officer

BY: _____

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

BY: 
General Counsel

BY: _____

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EXHIBIT A

FINAL RELEASE AND WAIVER OF LIENS, STOP NOTICES AND CLAIMS

CHA Contract No.: _____ Contract Date: _____
Total Contract Amount \$ _____
Less Partial Payments (_____) =
Final Payment \$ _____

_____ ("Contractor"), having offices at _____, for and in consideration of the sum of [insert dollar amount], lawful money of the United States, to it paid by the Chicago Housing Authority, and other valuable considerations, the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the CHA and their successors and assigns, of and from all, and all manner of liens, stop notices, claims against bonds and any notices thereto, in law or in equity, arising out or on account of any monies due and/or to grow due to the extent of any and all services provided, labor performed, equipment delivered and materials furnished and/or services performed pursuant to the referenced Contract and/or for the improvement of real property, which against the CHA, Contractor ever had, now has, or which it, its successors or assigns hereafter can, shall, or may have, for, upon, or by reason of any and all labor, services, equipment and/or materials omitted to be performed or furnished in connection with the said Contract, for the period commencing with the execution of the Contract, or beginning of provision of Contractor's materials and/or services, whichever is earlier, and ending on _____, 200__.

Contractor hereby agrees that the aforesaid final payment is the final amount due and to come due under said Contract and that changes in computations made hereafter shall not inure to the benefit or loss of Contractor.

Contractor hereby agrees that it shall indemnify and hold harmless the CHA and their successors and assigns, of and from all, and all liens, stop notices, claims against bonds and any notices thereto, in law or in equity, arising out or on account of any monies due and/or to grow due to the extent of any and all services provided, labor performed, equipment delivered and materials furnished and/or services performed by Contractor's lower-tier subcontractors, consultants, materialmen, and supplies pursuant to the Project during the period commencing with the execution of the Contract, or beginning of provision of Contractor's materials and/or services, whichever is earlier, and ending on _____, 200__, except for those amounts concerning which Contractor has provide notice to the CHA under separate cover.

IN WITNESS WHEREOF, the said Contractor has caused its corporate seal to be affixed hereto and these presents to be executed by its duly authorized officers this _____ day of _____ 200__.

(Contractor)

(Corporate Seal)
Attest:

By: _____

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EXHIBIT VI: AGREED CONDITIONS TO HUD 5370 FORM

Corporate Secretary

(Signature of Officer of Contractor)

(Typed Name and Title)

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CORPORATE REPRESENTATIVE

State of _____

County of _____

On this _____ day of _____, 200__, before me personally appeared _____ to me known and a signatory of the foregoing instrument, who being by me first duly sworn did depose and say that said signatory resides in _____ in the State of _____, that said signatory is the _____ of _____, the corporation described in and which executed the foregoing instrument; that said signatory knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal, and that it was affixed thereto by order of the Board of Directors of said corporation, and said signatory signed its name thereto by like authority.

Notary Public

My Commission Expires:

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EXHIBIT VI: AGREED CONDITIONS TO HUD 5370 FORM

INDIVIDUAL OR SOLE PROPRIETORSHIP REPRESENTATIVE

State of _____

County of _____

On this ____ day of _____, 200__, _____, before
me personally appeared _____, a signatory of the foregoing
instrument, and known to me to be the individual described in and who executed the foregoing
instrument and said signatory acknowledged to me that said signatory executed the same.

Notary Public

My Commission Expires:

**PROFESSIONAL SERVICES AGREEMENT FOR
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EXHIBIT VI: AGREED CONDITIONS TO HUD 5370 FORM

PARTNERSHIP REPRESENTATIVE

State of _____

County of _____

On this ____ day of _____, 200__, before me personally came _____, to me personally known and a signatory of the foregoing instrument, and known to me as a member of the firm of _____ and known to be the individual described in, and who executed the foregoing instrument in the firm name of _____, and has acknowledged to me that said signatory executed the same for and on behalf of the firm.

Notary Public

My Commission Expires:

**PROFESSIONAL SERVICES AGREEMENT FOR
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EXHIBIT VI: AGREED CONDITIONS TO HUD 5370 FORM

EXHIBIT B

**AFFIDAVITS, CERTIFICATES AND REPRESENTATIONS
CERTIFICATION OF NONSOLICITATION**

I hereby certify that I am the (Title) _____ and duly authorized representative of the firm of (Name of Firm, Address) _____, and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract,
- (b) Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this Contract, except as here expressly stated (if any). I acknowledge that this certificate is to be furnished to the CHA for forwarding to the Department of Housing and Urban Development in connection with this Contract involving participation of Federal funds, and is subject to applicable state and federal laws, both criminal and civil.

Signed at _____

On this _____ day of _____, 200 __, for:

(Firm)

Witness

Signature

Name

Title

**PROFESSIONAL SERVICES AGREEMENT FOR
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EXHIBIT VI: AGREED CONDITIONS TO HUD 5370 FORM

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND VOLUNTARY EXCLUSIONS**

- (1) The Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, debarred or voluntarily excluded from covered transactions by any Federal department or agency and/or the CHA;
 - (b) Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and
 - (d) Have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

Signed at _____

On this _____ day of _____, 200 __, for:

(Firm)

Witness

Signature

Name

Title

AGREED CONDITIONS
CONTRACT NO. 9068

**CERTIFICATE OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor for itself, its assignees and successors in interest (collectively, "Contractor"), agrees as follows:

(a) Compliance with Regulations:

Contractor will comply with the Regulations of the CHA relative to nondiscrimination in Federally-assisted programs of the CHA (Title 49), Code of Federal Regulations, Part 21, ("Regulations"), which are herein incorporated by reference and made a part of this Contract.

(b) Nondiscrimination:

Contractor, with regard to the Work performed by it after award and prior to completion of this Contract, will not discriminate on the grounds of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap age, marital status mental status or public assistance status in the selection and retention of lower-tier subcontractors (if any), including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Lower-Tier Contractors, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by Contractor for Services to be performed under a lower-tier Contractor agreement, including procurements of materials or equipment, each potential lower-tier Contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status.

(d) Information and Reports:

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CHA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the CHA and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the CHA shall request the Department of Housing and Urban Development to impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

AGREED CONDITIONS

CONTRACT NO. 9068

(1) Withholding of payments to the Contractor under this Contract until the Contractor complies, and/or

(2) Cancellation, termination or suspension of this Contract, in whole or in part.

(f) Incorporation of Provisions:

The Contractor will include the provisions of paragraphs (a) through (f) in every lower-tier subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The Contractor will take such action with respect to any lower-tier subcontractor as may be directed by the CHA or the Department of Housing and Urban Development to make as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the Contractor becomes involved in, or is threatened with, litigation with a lower-tier subcontractor or supplier as a result of such direction, the Contractor may request through the CHA that the Department of Housing and Urban Development enter into such litigation to protect the interests of the Department of Housing and Urban Development, and, in addition, the Contractor may request through the CHA that the United States enter into such litigation to protect the interests of the United States.

**CERTIFICATE OF COMPLIANCE WITH EQUAL OPPORTUNITY STATUTES AND POLICIES
OF THE CHA**

(a) Selection of Labor:

During the performance of this Contract, the Contractor shall not discriminate against labor from any other state, possession, or territory of the United States.

(b) Employment Practices:

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

(1) The Contractor will not discriminate against any employee or any applicant for employment because of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CHA setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, states that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status.

AGREED CONDITIONS

CONTRACT NO. 9068

- (3) The Contractor will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CHA advising the said labor union workers' representative of the Contractor's commitments under Employment Practices and shall post all copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR Part 6C) and relevant orders of the Secretary of Labor.
 - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will 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.
 - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The Contractor will include the provisions of Employment Practices in every lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such Provisions will be binding upon each lower-tier subcontractor or vendor. The Contractor will take such action with respect to any lower-tier subcontract or purchase orders as the CHA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CHA, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.
- (c) Selection of Lower-Tier Contractors, Procurement of Materials, and Leasing of Equipment:

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (collectively, "Contractor") agrees as follows:

- (1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the CHA, Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract;

AGREED CONDITIONS

CONTRACT NO. 9068

- (2) Nondiscrimination: The Contractor, with regard to the Work performed by it during this Contract, shall not discriminate on the grounds of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status in the selection and retention of lower-tier subcontractors including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations;
- (3) Solicitations for lower-tier subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under this Contract, including procurements of materials or leases of equipment, each potential Contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status.
- (4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CHA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the CHA, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the CHA shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to withholding of payments to the Contractor under this Contract until the Contractor complies; and/or cancellation, termination or suspension of this Contract, in whole or in part.
- (6) Incorporation of Provisions: The Contractor shall include the provisions of this paragraph (c) in every lower-tier subagreement, including agreements for the procurement of materials and leases of equipment, unless the Contractor is exempt from such requirement by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any lower-tier subcontractor or procurement as the CHA may direct as a means of enforcing such provisions including sanctions for noncompliance:
- (7) Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a lower-tier subcontractor or supplier as a result of such direction, the Contractor may request the CHA to enter into such litigation to protect the interests of the CHA, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(d) Nonsegregated Facilities

AGREED CONDITIONS

CONTRACT NO. 9068

(Applicable to Federal-aid contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

By the execution of this Contract, the Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed lower-tier subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed lower-tier subcontractors or material suppliers prior to the award of lower-tier subcontracts or the consummation of material supply agreements, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

**CERTIFICATE OF PARTICIPATION BY
DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES IN DEPARTMENT OF
TRANSPORTATION PROGRAMS
49 CFR Part 23 as Amended**

It is the policy of the CHA that disadvantaged and women-owned business enterprises (DBEs and WBEs respectively) as defined in 49 CFR Part 23, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the DBE and WBE requirements of 49 CFR Part 23, as amended, apply to this Contract.

The Contractor agrees to ensure that DBEs and WBEs as defined in 49 CFR Part 23, as amended, have maximum opportunity to participate in the performance of lower-tier subcontracts financed in whole or in part with Federal funds provided under this Contract.

Further, the Contractor agrees to provide the CHA with information on the dollar amount and name of each lower-tier subcontractor who identifies itself as DBE or WBE.

In this regard the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, as amended, to ensure that DBEs and WBEs have the maximum opportunity to compete for and perform lower-tier subcontracts. The Contractor shall not discriminate on the basis of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status in the award and performance of CHA assisted contracts.

AGREED CONDITIONS

CONTRACT NO. 9068

The Contractor agrees that failure to carry out the requirements set forth herein shall constitute a breach of contract and, after the notification to the CHA, Contractor may be terminated from this Contract by the CHA or such other action or remedy as the CHA deems appropriate.

Exhibit VIII – Acceptance and Acceptance Criteria

1. All Services provided by Contractor under this Agreement are subject to Acceptance by the Project Manager or a designee ("PM"). The PM will apply the "Acceptance Criteria" set forth herein, including but not limited to, timeliness, completeness, technical accuracy and adherence to configuration specifications for the Location.

2. Building Acceptance. When Contractor believes the Services at a Location are substantially complete, Contractor shall submit a Certificate of Building Acceptance to the PM and the PM shall have three (3) business days to review the applicable Services and determine if they meet the Acceptance Criteria. If the Services are not acceptable, the PM shall detail why the Services do not meet the Acceptance Criteria. Contractor shall have three (3) business days from receipt of notice to correct the failure(s) and conform to the Acceptance Criteria. Contractor will make such adjustment to the Services as necessary and re-submit to the PM for a determination of Acceptance or non-acceptance.

Acceptance Criteria -- Building Acceptance

- a. System manuals have been submitted and approved
- b. All test/quality documentation have been submitted and approved (i.e. fiber line tests, wireless system tests, inventory lists, material cut sheets, system test plan adherence, etc...)
- c. Cameras are providing video to the management office and monitoring stations and where connectivity is provided by the CHA, the FIC and OEMC.
 - i. If video is not available at the FIC and OEMC where connectivity is provided, Contractor will collaborate with CHA IT to determine if the point of failure exists within the Work completed by the Contractor.
- d. Cameras are configured to meet the overall design criteria:
 - i. Record on Motion with Motion parameters setup to support the Developments specific needs.
 - ii. Cameras are configured appropriately for integration into CHA's network
- e. Archiving is setup correctly to record 30 days of video at the highest possible video quality. Storage sizing is based on one-day of live video recording 30 fps (4 CIF) followed by 29-days at 12 fps (CIF) recording for all cameras recording on an anticipated 30% motion.
- f. All construction is complete with the exception of punch list items
- g. Support mechanisms for on-site personnel are in place and active
- h. Camera coverage/site lines are acceptable based on approved design

3. Development Final Acceptance. When Contractor believes the Services at a certain group of Locations are substantially complete, Contractor shall submit a Certificate of Development

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Completion to the PM and the PM shall have ten (10) business days to review the applicable Services and determine if they meet the Acceptance Criteria. If the Services are not acceptable, the PM shall detail why the Services do not meet the Acceptance Criteria. Contractor shall have ten (10) business days from receipt of notice to correct the failure(s) and conform to the Acceptance Criteria. Contractor will make such adjustment to the Services as necessary and re-submit to the PM for a determination of Acceptance or non-acceptance.

Acceptance Criteria – Development Acceptance

- a) On-Site personnel have been trained on the appropriate use of the system via the approved training plan
- b) All Buildings are online in Genetec and functioning properly as defined by initial acceptance.
- c) Alerts, alarms, and events, have been customized to the Development's identified needs. (to be identified and mutually-agreed by the parties during Phase I Defined by CHA)
- d) Appropriate user accounts are correctly configured and active
- e) O&M documents, configuration documents and support documents have been supplied and approved by CHA.
- f) Network infrastructure is configured appropriately for integration into CHA's network (i.e. IP addressing, network protocols, naming conventions, etc.)

Exhibit II – Contractor's Scope of Services

Phase I – Assessment and Design Senior and Family Portfolios

Contractor will:

1. Develop a plan and designs that prioritize the installation of new cameras in the senior and family portfolios. The developed design plans shall be submitted to CHA for review, modified according to the CHA feedback, and incorporated into the Project schedule. Conceptual designs and detailed designs will be prepared.
2. Make recommendations for future connectivity with the OEMC based on current Project.
3. Develop a protocol and standards plan to create/enhance a network design that is capable of supporting the System as well as leveraging the existing network and hardware. The protocol and standards plan shall be submitted to CHA for review, comment and approval prior to implementation.
4. Evaluate the capacity of the existing CHA camera systems that comply with the proposed design plan. After evaluation, if it is determined that integration is an option, budget adjustments to the Project will be considered.
5. Identify and recommend the network goods and software suited to the System in the form of a network plan. The network plan shall be submitted to CHA for review, comment and approval prior to implementation.
6. As part of the preliminary design drawings, develop electrical requirements for all recommended components that includes conduit routes (conduit will not be installed on the outside of a building without written permission of the CHA). The preliminary design shall be submitted to CHA for review, comment and approval prior to installation.
7. Consider nighttime operation, foliage and lighting when placing cameras external to the buildings. Camera locations will be proposed to CHA, reviewed and approved prior to installation.
8. Meet applicable city, state and federal code requirements.
9. Recommend physical locations for necessary components including physical layout of Equipment (location within racks and rack location within office space).
10. Evaluate, and when necessary, install, improve or change, HVAC systems needed to support the installed Equipment for the Project. Additionally, consider and recommend any changes to structural or security elements for the server space.
11. Utilize Genetec software for the video management system.
12. Develop a network infrastructure plan that will utilize various networking methods such as mesh wireless, fiber, Category 6, etc., that will provide for a scalable, reliable and easy to maintain solution. The network infrastructure plan will be submitted to CHA for review, comment and approval prior to installation.
13. Deliver electronic copies of the Project Plan in editable format within the first 2 weeks of the Project. Updates will be provided as appropriate. The Project Plan will include:
 - a. Project schedule
 - b. Tasks
 - c. Milestones
14. Make available an electronic copy of a written Project status report, is to be updated at least weekly.

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15. Provide Site Survey and Acceptance forms that will include:
 - a. Documentation of camera location
 - b. Pictures depicting the exact installation location for each camera, wireless unit, power supply and pole (if applicable).
 - c. Associated Acceptance forms for CHA sign-off of completed Services.
16. Provide a Solution Design and Configuration document in electronic format that will include:
 - a. Conceptual design
 - b. Major system function
 - c. Placement of major equipment
 - d. Identification of logistical and operational elements
 - e. A detailed design which identifies specific products and configurations
 - f. Manufacturer documentation
 - g. Site electrical plan that identifies the location of all new exterior poles, new foundations, new cameras and new underground conduits for electrical service.
 - h. Interior power and communications plan that identifies the location of all interior cameras, electrical circuit numbers and low voltage identifiers.
 - i. Electrical panel schedule that identifies the power source location for all interior and exterior cameras services from a particular building.
 - j. Single line electrical drawings.
 - k. Identify the power requirements that will be necessary for each head-end location and whether that power supply currently exists or needs to be provided.
17. The Design and Approval Procedures shall be agreed to in a writing which shall be incorporated as an Exhibit VII to the Agreement, not later than 14 days after the initial Notice to Proceed is issued, and shall be applicable generally to design and approval of each Location.

Phase II – Implementation

Contractor will:

1. Procure, install, test and correct the following in accordance with the plans developed by Contractor and approved by the CHA. Acceptance of each will be based on Acceptance Criteria.
 - a. network goods and software for the senior and family portfolios,
 - b. cameras for the senior and family portfolios,
 - c. Genetec video management solution for the senior and family portfolios, and
 - d. goods and software for the network.
2. Procure, install, test and correct issues with the installation of conduit, wiring, power, low voltage connectivity and associated components necessary for a complete and functioning System in accordance with the design indicated above.
3. Drawings as described produced in AutoCAD format. Minimum size of 24" by 36" shall be required.
4. Install 3,075 cameras at the senior and family portfolios as outlined herein. Cameras will be manufactured by Axis. Exterior PTZ cameras will be model Q6032e. Interior PTZ cameras will be Axis model 232D+ and the interior fixed cameras will be Axis Model P3343-V as an option based on the completed design.

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5. Provide video system as-built drawings that includes:
 - a. A logical layout of components
 - b. A wiring diagram
 - c. Data pathways between cameras and network switches
 - d. Electrical pathways between cameras and wireless units, power supplies and power sources
 - e. Cameras, wireless units and power supplies.
 - f. Rack elevations
6. As-built Video system Asset Information Documentation that includes:
 - a. Part Numbers, description, manufacturer and serial number (mac address) for each item
 - b. Install dates
 - c. IP Addresses
7. As-built Camera Photos and Acceptance Forms in electronic format that includes:
 - a. Pictures depicting the exact installation location for each camera
 - b. Associated acceptance forms
8. As-built Server and Storage Documentation in electronic format that includes:
 - a. Manufacturer documentation, including service releases
 - b. Server and storage elevation drawings
 - c. Completed configuration listings
 - d. Completed checklists for placing the components into service
 - e. Part numbers and serial numbers (mac address) of servers and storage
 - f. Cooling system diagrams
 - g. Power system diagrams
9. A training schedule and materials in electronic copy and 25 copies of classroom materials printed and delivered to CHA.
10. Provide training to include the following:
 - a. A training plan that is reviewed and approved by CHA.
 - b. Two (2) System Administrator and Operator training classes
 - i. A list of attendees will be generated
 - c. Site specific mentor training of property managers, one (1) per development for both Senior and Family portfolios
 - i. A list of attendees will be generated
 - d. Two (2) Genetec Omnicast training classes

Phase III – Maintenance and Support

Contractor will:

1. Supply services to route and dispatch the appropriate service via a toll-free number.
2. Provide next business day on site hardware repair and remote technical support for cameras, encoders, and associated video devices that were procured in Phase II.

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3. Provide next business day dispatching for service repair issues. CHA reserves the right to request immediate emergency service at its discretion and is responsible for overtime charges (if applicable).
4. Provide one (1) preventative maintenance call per camera within the 16-months following each Building Acceptance.
5. Dispatch a trained technician to arrive at the location within 24-hours (next business day) after request for service is received from CHA.
6. Upon completion of the service repair activity, the trained technician will notify CHA that the repair action has been completed or that further action may be required for resolution.
7. Provide next business day on site hardware repair and remote technical support for network components procured in Phase II.
8. Provide help desk support and software patches, fixes updates and upgrades for software procured in Phase II.
9. Provide monthly reports identifying service issues reported, resolution of those issues, trending information and cycle time of service calls.
10. Provide and install version upgrades as applicable to software procured in Phase II throughout Phase II and Phase III of the Project.
11. Provide licenses to software and updates for software procured in Phase II.
12. Provide Level 2 Software support for software procured in Phase II that includes resolution of software licensing issues
13. EXCLUSIONS: No coverage is provided to repair or replace material procured in Phase II which is damaged or rendered unusable by vandalism, acts of God, gross misuse and/or gross negligence by CHA.

Assumptions and Clarifications

1. Phase II includes the installation of the designed System in each building. The installation under Phase II does not include the installation of infrastructure (connectivity) between each development and the OEMC and the FIC. Where suitable existing infrastructure exists, the connectivity will be utilized. Where the infrastructure does not exist, Contractor will provide recommendations as to the necessary infrastructure to make the System fully functional.
2. Phase III includes the preventative Maintenance and support of the System. The maximum term for the initial Phase III offering is 14 months. After 14 months, Option Year One and Option Year Two pricing will be in effect.
3. Contractor requests that when any work is performed in a residential space, a CHA representative be present.
4. UPS / Surge Suppression to provide 20 min back-up for the servers, to control shutdown, has been included.
5. Contractor will provide Juniper Routers as part of the System.
6. CHA has chosen the Axis model 232D+ and Q6032 cameras as a result of the video "shoot out" between Axis, Sony, and Pelco that was conducted at Contractor's facility.
7. The individual buildings located in the Wentworth Property and Dearborn Property are already provided with conduit that can, once field verified, be utilized.



8. For new fiber optic connections, Contractor assumes an average distance between buildings of 50' for the purpose of trenching.
9. For wireless applications, Contractor assumes that one transmitter would be required for every building.
10. For wireless applications, Contractor assumes that one central receiving location would be provided per development.
11. Contractor assumes that no more than a 20' high wireless mounting structure would be needed for any wireless receiver location.
12. Contractor's pricing is based on connecting the individual buildings in each development back to a central location within the community. Connection of the central location to the FIC or the OEMC is not included.
13. Contractor will utilize the Configuration Center to pre-configure the System and minimize CHA's direct labor costs for project oversight. This will reduce vandalism and overall cost to implement the program by CHA.