



October 16, 2017

Attn: Davona Hawkins
Kingdom Construction of Chicago
21301 s. Jeffery Drive
Matteson, IL 60443

John T. Hooker
Chairperson

Matthew Brewer
Craig Chico
Mark Cozzi
Dr. Mildred Harris
John G. Markowski
M. Bridget Reidy
Francine Washington
Board of Commissioners

Eugene Jones, Jr.
Chief Executive Officer

Subject: NOTICE OF AWARD
RFP Event No. 2099 – Section 3 Job Order Contracting (JOC)

Dear Ms. Hawkins:

Congratulations! The Chicago Housing Authority ("CHA") has determined your response to be the most responsive and responsible submittal for the above referenced RFP. The CHA has recommended award of RFP Event No. 2099 for the Section 3 Job Order Contracting (JOC) to your firm for:

Interior Improvement
Tier 1

The CHA hereby requests that your firm proceed in obtaining a Certificate of Insurance, naming the CHA as an additional insured and the certificate holder as required in the insurance requirements of the solicitation. All insurance certificates shall be sent to:

Anna Epps, Procurement Specialist
Department of Procurement and Contracts
60 E. Van Buren, 13th Floor
Chicago, IL 60605

Should you have any questions, please contact Ms. Epps at 312-786-3420 or aepps@thecha.org.

Sincerely,

Dionna Brookens
Chief Procurement Officer
Department of Procurement and Contracts

cc: D. Messier
L. Langston
C. Strong
A. Arrington-Jones
Procurement File

Chicago Housing Authority
60 E. Van Buren
12th Floor
Chicago, IL 60605

o 312-742-8500

www.thecha.org

CONTRACT NO. 12108

**JOB ORDER CONTRACTING
MASTER AGREEMENT**

BETWEEN

THE CHICAGO HOUSING AUTHORITY

AND

KINGDOM CONSTRUCTION OF CHICAGO, INC.

Contents

ARTICLE I	INCORPORATION OF RECITALS	2
1.1	Incorporation of Recitals	2
1.2	Definitions	2
ARTICLE II	CONTRACTOR'S DUTIES AND RESPONSIBILITIES	5
2.1	Scope of Services	5
2.2	Statement of Work	5
2.3	Contract Administration	5
2.4	Section 3 and MBE/WBE/DBE Participation and Requirements	5
2.5	General Conditions For Construction Contracts	9
2.6	Drug-Free Workplace	9
2.7	Non-Discrimination	9
2.8	Force Majeure	10
ARTICLE III	TERM OF AGREEMENT	10
3.1	Term of Agreement	10
3.2	Contract Extension Options	10
3.3	Time is of the Essence	10
ARTICLE IV	COMPENSATION	11
4.1	Amount of Compensation	11
ARTICLE V	EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION	11
5.1	Events of Default Defined	11
5.2	Remedies	12
5.3	Termination for Convenience	13
5.4	No Damages for Delay	14
5.5	Right to Offset	14
ARTICLE VI	GENERAL CONDITIONS	14
6.1	Entire Agreement	14
6.2	Counterparts	15
6.3	Amendments	15
6.4	Deemed Inclusion	15
6.5	Governing Law	15
6.6	Severability	15
6.7	Interpretation	15
6.8	Assigns	16
6.9	Waiver	16
6.10	CHA Inspector General	16
7.1	CHA's Authority	16

7.2	Contractor's Authority	16
EXHIBIT I	SCOPE OF WORK/STATEMENT OF WORK	18
EXHIBIT II	GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS	19
	HUD FORM 5370	
EXHIBIT III	ILLINOIS EQUAL OPPORTUNITY CLAUSE	21

This **JOB ORDER CONTRACTING MASTER AGREEMENT** ("Master Agreement" or "Agreement") is made as of this 1st day of October 2017 (the "Effective Date") between the **CHICAGO HOUSING AUTHORITY**, a municipal corporation of the City of Chicago, State of Illinois (hereinafter, the "**CHA**"), with its offices located at 60 E. Van Buren St., Chicago, Illinois 60605 and **KINGDOM CONSTRUCTION OF CHICAGO, INC.** (hereinafter, the "**Contractor**" or "**Contractor**") an Illinois corporation, with offices located at 21301 S. Jeffrey Dr., Matteson, Illinois 60443.

RECITALS

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

WHEREAS, the CHA desires the services of Contractor to provide indefinite quantity, indefinite delivery construction services under this Master Agreement; and

WHEREAS, the CHA issued Request for Proposal Event No. 2099 (the "RFP") on or about February 21, 2017 to solicit multiple general contractors to provide general construction services through the use of this Master Agreement; and

WHEREAS, the Contractor, in response to the RFP, submitted its proposal on or about March 27, 2017 representing and warranting that it is highly qualified and competent to provide the construction services for CHA Projects assigned to it by Job Order in accordance with this Master Agreement;

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

WHEREAS, the CHA has created six tiers of contractors. **Tier 1** will be for contractors who have the ability to bid on, perform the work and wish to do work of projects valued up to \$2,500. **Tier 2** will be for contractors who have the ability to bid on, perform the work and wish to do work of projects valued over \$2,500 to \$10,000. **Tier 3** will be for contractors who have the ability to bid on, perform the work and wish to do work of projects valued over \$10,000 to \$25,000. **Tier 4** will be for contractors who have the ability to bid on, perform the work and wish to do work of projects valued over \$25,000 to \$50,000. **Tier 5** will be for contractors who have the ability to bid on, perform the work and wish to do work of projects valued over \$50,000 to \$100,000. **Tier 6** will be for contractors who have the ability to bid on, perform the work and wish to do work of projects valued over \$100,000 to \$250,000. The Contractors are assigned to Tier(s)

for which they apply and the CHA determines they qualify. The Contractor is assigned to Tier(s) 1 for Interior Improvements.

WHEREAS, the CHA will, from time to time, formally request that the Contractor respond to Request(s) for Job Order Proposals for Job Order awards for Projects and submit Job Order Proposals in response to such Request for Job Order Proposal and in accordance with the JOC Supplemental Conditions; and

WHEREAS, the Contractor is ready, willing and able to provide the construction services required hereunder and respond to CHA's RFP as further set forth herein.

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

ARTICLE I INCORPORATION OF RECITALS

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

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

"Architectural Engineer" or "AE" – The person, firm, or entity selected by the CHA to perform architectural and engineering services and to act on the CHA's behalf with respect to all aspects of the performance of the design, engineering and construction administration of Projects. Any reference in this RFP to specific architectural, engineering, or related disciplines shall be construed as services directed and provided by the A/E, whether they are performed by the A/E or by professionals or sub-consultants retained by the A/E.

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

"Calendar Day" means Monday through Sunday.

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

"Capital Maintenance Program" – "Program" to provide additional needed improvements to existing CHA housing and to update acquired housing. This program supplements improvements performed by Private Property Managers.

"CHA Policy Provisions" – Provisions to be included in the Contract to assure compliance by the Contractor with the CHA's MBE/WBE/DBE Policy, the CHA's Section 3 Policy and the CHA's Ethics Policy, all of which are described below.

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

“Construction Documents” - All of the Plans and Specifications, addenda, Supplemental Job Orders, modifications, and all other prints, models, designs, computations, sketches, test data, photographs, renderings, plans, shop, proposal drawings, and other materials relating to, or contemplated by the Detailed Scope of Work, prepared by the CHA, the architect or by any engineer, professional or professional consultant engaged by the CHA or the architect in connection with a Project.

“Contract” means the Job Order Contracting Master Agreement entered into between the CHA and a “Selected Respondent” resulting from the RFP.

"Contract Documents" - The Contract Documents, which form the Contract between parties, include all written modifications, amendments and change orders to the Contract, the Master Agreement, when accepted by the CHA, “Amendment(s) to Special Conditions”, if any, the “Special Conditions of the Contract for Construction”, “Amendment(s) to General Conditions”, if any, “HUD General Conditions for Construction (Form 5370)”, JOC Supplemental Conditions, Job Orders issued under the Contract and all related documentation including Supplemental Job Orders, & the “Work Schedule” for each Job Orders Order as defined in paragraph 6 of “HUD General Conditions for Construction”, was 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 Performance and Payment Bond or Bonds or other assurances of completion, the Construction Task Catalog[®], the Technical Specifications, and drawings for each Job Order, if any, Contractor’s Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract MBE/WBE/DBE and Section 3 Utilization Plans and, the CHA’s Section 3 Policy (collectively referred to as the “Contract Documents”). The Contract Documents enumerated herein contain the entire Contract between the parties, and no other representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the Respondent are a part of the Contract unless expressly stated therein.

“Contract Year” means the 12 month period following the effective date of the Agreement and each subsequent 12 month term of the Agreement.

“Contracting Officer” – CHA Chief Procurement Officer or such other party as the CHA may designate.

"Construction Manager" or "CM" – The person, firm, or entity retained and authorized by the CHA to plan, coordinate, and oversee construction management activities for a Property on behalf of the CHA.

“Development” – Building or group of buildings identified under a single Name and Asset Management Property Number.

“Development Activities” – Are new construction or repurposing activities not considered rehabilitation, modernization or maintenance.

“Development Program” - The program which provides Federal grants to the CHA to develop housing for low-income families that cannot afford housing in the private market.

“Field Manager” or “FM” - The designated individual within the CHA who works under a Project Manager to provide oversight at the location of a project.

“Contractor” – The person or entity designated as the prime construction contractor in the Contract and Job Order(s).

“Key Personnel” – Positions of contractor staff which include at a minimum program executive, project manager, superintendent(s), invoice processor, safety personnel, and scheduler (or companies performing such services on behalf of the Contractor).

“LEED® NC” – Leadership in Energy and Environmental Design for New Construction, Version 3, as published by the United States Green Building Council (USGBC) in 2009.

“LEED® AP” - LEED® Accredited Professional designation.

“New Construction” - Site preparation for (including but not limited to the demolition of existing structures) and construction of entirely new structures and/or significant extensions to existing structures, whether or not the site was previously occupied, performed pursuant to the Development Program.

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

“Plans and Specifications” – The final drawings and specifications for a Job Order, as amended from time to time in accordance with the Contract.

“Private Property Managers” or “PPMs” – Firms which provide property management services at CHA developments.

“Project” – The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.

“Project Manager” or “PM” – The designated individual within CHA or CM staff to administer a specific Job Order.

“Property”- CHA property where a Project is to be performed under a Job Order.

"Services" means, collectively, the construction services, duties and responsibilities described in the Contract Documents and any and all work necessary to complete them or carry them out fully as required and in accordance with a Job Order under the Contract.

"Job Order Contracting ("JOC")"- means the delivery of construction services through a competitive indefinite delivery, indefinite quantity Job Order Contracting program in which contractors are assigned an indefinite quantity of Job Orders but are only guaranteed a minimum amount of work.

"Value Engineering" means a technique by which contractors may voluntarily suggest methods for performing more economically. Value Engineering is identified after the submission of the bids.

"Work" means all labor, materials, and services required to be performed by the Contractor for the general construction required by a Project in accordance with a Job Order under the Contract.

ARTICLE II CONTRACTOR'S DUTIES AND RESPONSIBILITIES

2.1 Scope of Services. The Scope of Services that the Contractor may be requested to provide under this Agreement are contractor construction services.

2.2 Statement of Work. The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. The Services that the Contractor shall provide under this Agreement pursuant to Job Orders are described generally in Exhibit I, which is attached hereto and incorporated by reference herein.

2.3 Contract Administration. The Contractor, if selected to perform Services pursuant to a Job Order resulting from a Request for Job Order Proposal, shall act as the prime contractor for the Detailed Scope of Work for the Project described in the Job Order. The Contractor will be required to work with the CHA's Capital Construction Department staff to satisfy the contracting objectives of awarded Job Orders.

- a. Any Services to be furnished under the Master Agreement shall be requested by issuance of Job Orders by the CHA's Property Office through the Department of Procurement and Contracts. All Job Orders will be subject to the terms and conditions of the Contract. If mailed, a Job Order will be considered "issued" when the CHA deposits the Job Order in the mail. Job Orders may only be issued by CHA's Contracting Officer and may not be issued orally, but may be issued by facsimile, or by electronic commerce methods, and will be considered issued at the time of transmittal.

2.4 Section 3 and MBE/WBE/DBE Participation and Requirements

- A. **Section 3 – Compliance:** The CHA has determined that Job Orders awarded under this Agreement are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, (Section 3), and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 135.3. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

1. Section 3 - Clause

- i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

2. Section 3 Compliance Goals

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

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

- (a) 51 percent or more owned by section 3 residents; or
 - (b) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (c) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- ii. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.
- iii. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.
- iv. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not

limited to, use of “upward mobility”, “bridge” and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

v. **Section 3 Hiring**

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

(a) **CHA Preferences**

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

1. Residents of the housing development or developments for which the Section 3 Covered Assistance is expended;
2. Residents of other housing developments managed by the CHA;
3. CHA Housing Choice Voucher Participants;
4. Participants in HUD Youthbuild Programs being carried out in the Chicago Metropolitan Area;
5. Other Section 3 Residents.

3. **Documenting and Reporting**

- i. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor’s Section 3 Utilization Plan, which shall be prepared by the Contractor for each response to a Request for Job Order Proposal for Service and agreed to by CHA. CHA shall not be required to agree to the Contractor’s Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA’s Section 3 Policy (see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation) as may be required.
- ii. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor’s Section 3 requirements to the CHA via CHA’s electronic system available at <https://cha.diversitycompliance.com/>. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

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

- B. MBE/WBE/DBE Compliance.** Contractor agrees to comply with the CHA's Minority and Women Disadvantaged Business Enterprise ("MBE/WBE/DBE") requirements in accordance with the CHA's MBE/WBE/DBE Policy (see http://www.thecha.org/pages/mbe_wbe_dbe/36.php or the copy included in the RFP),.
- C. Documenting and Reporting.** The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's MBE/WBE/DBE to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.
- D. Requests for Services MBE/WBE Participation and Section 3 Requirements.** Prior to issuance of the Notice to Proceed for a Job Order, the Contractor shall provide a MBE/WBE/DBE Utilization Plan and a Section 3 Utilization Plan, acceptable to the CHA, stating the degree of MBE/WBE/DBE participation and level of commitment to CHA's Section 3 Policy that meets the CHA's policies, and thereafter, throughout the term of this Agreement and any Job Order issued pursuant thereto, fulfill the stated levels of participation and commitment. The Section 3 Utilization Plan and the MBE/WBE/DBE Utilization Plan accepted by the CHA will be incorporated by reference as if specifically set forth into each assigned Job Order and the Contractor shall comply with its agreed commitments as set forth therein.

2.5 General Conditions For Construction Contracts. HUD's General Conditions for Construction Contracts (HUD form 5370 (2007)) ("General Conditions"), are attached hereto as Exhibit II and incorporated by reference as if fully set forth herein. The Contractor agrees to fully comply with the General Conditions. In the event of a conflict between the terms and conditions of the General Conditions and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

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

2.7 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 5/1-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, Ill. Admin. Code Tit. 44 section 750 Appendix A, which is attached hereto as Exhibit III and incorporated by reference herein; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.8 Force Majeure. Notwithstanding any other provision in this Agreement, the Contractor shall not be liable or held responsible for any failure to perform or for delays in performing its obligation under the Agreement, including but not limited to, the Scope of Work set forth in a Job Order that 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.

ARTICLE III TERM OF AGREEMENT

3.1 Term of Agreement. This Agreement shall commence on the Effective Date (October 1, 2017) and shall continue and remain in effect through November 28, 2018 or until the Agreement is terminated in accordance with its terms, whichever occurs first. At the Agreement's expiration date, the Agreement's terms and conditions shall continue to remain in effect with respect to any Job Order assigned to the Contractor prior to the termination date until the entire Detailed Scope of Work required under an assigned Job Order has been completed in accordance with its respective terms and all Work has been accepted by the CHA.

3.2 Contract Extension Options. The CHA, at its sole discretion, may extend this Agreement for one (1) additional one (1) year option period, subject to approval of the CHA's Board of Commissioners, if required. Any extension shall be under the same terms and conditions as this original Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 6.3 of this Agreement.

3.3 Time is of the Essence. The Contractor will complete the Detailed Scope of Work pursuant to a Job Order within the Job Order Completion Time provided in the Job Order. The Contractor acknowledges that sometimes deadlines for the Detailed Scope of Work are dictated by the requirements of agencies or events outside the control of the CHA, that failure by the Contractor to meet these deadlines may result in economic or other losses to the CHA, and that in those circumstances, TIME IS OF THE ESSENCE.

ARTICLE IV COMPENSATION

4.1 Amount of Compensation. This is an indefinite delivery, indefinite quantity contract as defined in the HUD Procurement Handbook (7460.8 Rev.-2) and as such, the Contractor shall be guaranteed to earn a minimum amount of \$10,000.00 under this Agreement. The initial maximum not-to-exceed amount of compensation payable to the Contractor under the Agreement is \$200,000.00. The Contractor acknowledges that the CHA is not obligated to issue a Job Order to the Contractor for more than the minimum amount set forth above, and that in order to receive more than the minimum amount, the Contractor must be awarded Job Orders on a rotational basis as set forth in Article II above. Upon the award of a Job Order and issuance of a Notice-to-Proceed to the Contractor, the CHA shall pay the Contractor the Job Order Price to provide the Detailed Scope of Work as set forth in the Job Order in accordance with the payment provisions set forth in the HUD General Conditions and CHA's Special Conditions. **The Contractor agrees to and waives any and all claims for payment of Work that would result in billings beyond the Job Order Price established in a Job Order without a prior written amendment to the Job Order authorizing said additional work and additional costs.** The Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the agreed upon Lump Sum Base Bid Total as set forth in the Job Order.

4.2 **The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors:**

- a. **Normal Working Hours Adjustment Factor** 8:00 am to 5:00 pm Central Standard Time (CST) Monday to Friday, except for Owner Holidays:

Described in Attachment L.

- b. **Other Than Normal Working Hours Adjustment Factor** 5:01 pm to 7:59 am Central Standard Time (CST) Monday to Friday, and all day Saturday, Sunday and Owner Holidays:

Described in Attachment L.

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

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

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

- B. The Contractor's failure to perform any of its obligations under this Agreement or an assigned Job Order including, but not limited to, the following:
1. Failure to perform the Services required with sufficient personnel or with sufficient material to ensure the performance of the Services or due to a reason or circumstance within the Contractor's control;
 2. Failure to meet any of the performance standards set forth in this Agreement or a Job Order;
 3. Failure to perform the Services in a manner reasonably satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 4. Failure to promptly re-perform within a reasonable time the Services or Deliverables that were rejected as erroneous or unsatisfactory;
 5. Discontinuance of the Services for reasons or circumstances not beyond the Contractor's control;
 6. Failure to comply with a material term of this Agreement or a Job Order, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination; and
 7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
- C. Any change in majority ownership or majority control of the Contractor without the prior written approval of the CHA, which written approval shall not be unreasonably withheld.
- D. The Contractor's default under any other agreement it may presently have or may enter into with the CHA during this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the CHA may also declare a default under any such other agreements.

5.2 Remedies. Upon the occurrence of any event of default in the performance of a Job Order which the Contractor 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 Contractor has failed to commence and continue diligent efforts to cure such default within thirty (30) days, the CHA may, at its sole option, declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the CHA and neither that decision nor the factual basis for it is subject to review or challenge under the disputes provision of this Agreement. Written notification of the default, and any intention of the CHA to terminate the Agreement, shall be provided to the Contractor and such decision shall be final and effective upon

the Contractor's receipt of such notice. Upon the giving of such notice, the CHA may invoke any or all of the following remedies:

- A. The right to terminate this Agreement as to any or all of the Scope of Work yet to be performed effective at a time specified by the CHA.
- B. The right to pursue any and all remedies, legal and/or equitable, available to the CHA.
- C. The right to withhold all or any part of Contractor's compensation hereunder with respect to Detailed Scope of Work not completed in accordance with the terms hereof prior to the termination of this Agreement.
- D. The right to deem Contractor non-responsible in future contracts to be awarded by the CHA.
- E. The right to take over and complete the Detailed Scope of Work or any part thereof as agent for and at the cost of contractor, either directly or through others.

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

The remedies under the terms of this Agreement or under any Job Order issued hereunder 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 shall impair any such right or power or be construed to be a waiver of any event of default by the CHA, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

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

5.4 No Damages for Delay. Contractor agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred by reason of suspension of work or delays caused by the CHA. Contractor's sole and exclusive remedy for suspension of work or delays caused by the CHA is an extension of time equal to the duration of the suspension or delay to allow Contractor to perform.

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

- A. In connection with performance under the Agreement and any assigned Job Order, the CHA may offset any incremental costs and other damages the CHA incurs in any and all of the following circumstances:
 - i. If the CHA terminates the Agreement for default or any other reason resulting from the Contractor's performance or non-performance;
 - ii. If the CHA exercises any of its remedies under Section 5.2 of the Agreement;
 - iii. If the CHA has any credits due or has made any overpayments under the Agreement.

The CHA may offset these incremental costs and any other damages by use of any payment due for the Scope of Work completed before the CHA terminated the Agreement or before the CHA exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, the Contractor shall be liable for and must promptly remit to the CHA the balance upon written demand for it. The right to offset is in addition to and not a limitation of any other remedies available to the CHA.

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

ARTICLE VI GENERAL CONDITIONS

6.1 Entire Agreement. This Agreement, comprised of this Agreement and the Exhibit(s) attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

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

6.3 Amendments. No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Contractor and by the Chief Executive Officer of the CHA or his designated representative. **The CHA shall incur no liability for additional Services without a written and signed amendment to this Agreement pursuant to this Section.** Whenever in this Agreement 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.

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

6.5 Governing Law. This Agreement shall be governed as to performance and interpretation in accordance with Federal Laws and the laws of the State of Illinois. Contractor hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Contractor agrees that service of process on Contractor may be made, at the option of the CHA, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor or by personal delivery on any officer, manager or director of Contractor. If Contractor brings any action against the CHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

6.7 Interpretation. The headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All

references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such Exhibits or documents entered into in accordance with the terms and conditions hereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

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

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

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

ARTICLE VII AUTHORITY

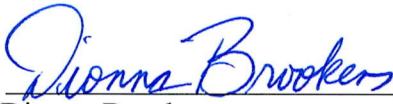
7.1 CHA's Authority. Execution of this Agreement by the CHA is pursuant to the United States Housing Act of 1937, 42 U.S.C. §1437 et seq., regulations promulgated by HUD, and the Illinois Housing Authorities Act. 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

7.2 Contractor's Authority. Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors and the signature(s) of each 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.

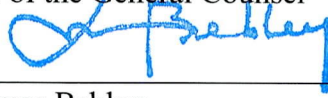
SIGNATURE PAGE TO FOLLOW

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

CHICAGO HOUSING AUTHORITY

By: 
Dionna Brookens
Chief Procurement Officer

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

By: 
James Bebley
Chief Legal Officer

**KINGDOM CONSTRUCTION OF
CHICAGO, INC.**

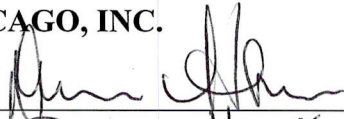
By: 
Name: Davona Hawkins
Title: President

EXHIBIT I

SCOPE OF WORK/STATEMENT OF WORK

A. Scope of Work.

The Contractor assigned a Job Order shall act as the prime Contractor for the Project pursuant to the Contract to be entered into with the CHA. The Contractor will be required to work with the CHA's architect/engineer ("AE"), construction manager ("CM"), private property manager ("PPM"), project manager ("PM"), field manager ("FM"), Gordian, and other CHA representatives.

The CHA separately contracts with an AE to perform the evaluation, design, engineering, and preparation of Construction Documents describing the work required for the construction services required at the Projects. The Plans and Specifications, or Detailed Scope of Work for the Projects will be included within each Job Order, specifying the Work to be provided for the Project. In general, this may include, but may not be limited to, the following:

1. Code Compliance: Upgrade all aspects of the Property, apartment units, and site to comply with all codes, ordinances, and regulations in effect at the time of permitting, including but not limited to the standards of the most stringent of all accessibility codes, including the requirements of the City of Chicago Building Codes; American National Standards Institute (ANSI) A117.1-1986; the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 40, Appendix A; Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 8; Fair Housing Act Design Standards, latest edition; and the Americans with Disabilities Act (ADA) 1990, as applicable, and all other applicable Federal, state, or local building codes or requirements, and:
 - (a) Compliance with HUD and CHA funding procedures;
 - (b) Compliance with HUD and CHA regulations regarding change orders;
 - (c) Compliance with City of Chicago Building Codes as related to rehabilitation of existing structures
2. Exterior Building Work:
 - (a) Provide and install new doors and hardware; perform repairs; restoration of concrete and masonry and all other building envelope features.
 - (b) Install new window assemblies, and replace all building sealants.
 - (c) Improvements to masonry, if required on the building(s)
 - (d) Install new roof if required.
 - (e) Perform all necessary demolition in furtherance of any new construction or renovation.

3. Unit Construction: Restore all interior walls, floors, ceilings, carpentry, and telephone and cable television service wiring; repair and/or replace all interior finishes; provide and install new doors and hardware, new window treatments, new kitchen and bath casework, new bathroom fixtures and accessories, new kitchen plumbing fixtures and new range, range hood with power supply, new refrigerator, new baseboard heating, new electrical wiring, kitchen and bath exhaust fans, devices and light fixtures all in full compliance with the Code Compliance requirements set forth in number 1 above. Perform all necessary demolition in furtherance of any new construction or renovation.
4. Common Areas: Repair/restore all interior walls, ceilings, carpentry, and equipment and built-in furnishings; repair and/or replace all interior finishes; provide and install new elevators and associated equipment, new doors and hardware, new baseboard heating, new electrical wiring, new light fixtures, new plumbing fixtures, accessories and partitions, new appliances and new window treatments, ensuring ingress and egress are in full compliance with the Code Compliance requirements set forth in number 1 above. Perform all necessary demolition in furtherance of any new construction or renovation.
5. Mechanical/Electrical: Provide and install new heating and domestic hot water system boilers, new domestic water systems including new supply and return risers, new sanitary and storm water drainage systems, new exhaust fans/ventilators. Perform all necessary demolition in furtherance of any new construction or renovation. Repair/restore all other systems in each building, including the entire electrical system, fire alarm system, fire sprinkler systems, security systems, and the existing utility service for water, electric and gas services; and upgrade electrical system capacity to support additional new demand.
6. Site Work: Demolish/repair/restore streets, pavement and walkways, site lighting, fencing, refuse areas, masonry screen walls, landscaping, and site drainage, ensuring ingress and egress are in full compliance with the Code Compliance requirements set forth in number 1 above.
7. Environmental: Some environmental remediation will be completed by the time of the issuance of the Notice to Proceed for each RFS. However, items specified in the Contract Documents remain the responsibility of the Contractor, including but not limited to roof materials and the fire escape.
8. New Construction: Site preparation for (including the demolition of any existing structures) and construction of entirely new structures and/or significant extensions to existing structures whether or not the site was previously occupied.

B. Statement of Work

The Contractor shall provide the Work and the Services in accordance with the Master Agreement, and the individual Request for Job Order Proposal. The Work will be overseen by the AEs, CMs, PMs, and FMs retained by the CHA. The Services to be provided by the Contractors include scheduling activities, coordination activities, safety construction activities, reporting and communications activities and project close-out activities in accordance with the Contract. Those Services for each Job Order are generally described below for each phase of construction, and may include, but may not be limited to, the following:

- i. Pre-Construction Phase. During the pre-construction phase of the Work, the general contractor awarded a Job Order for a Project shall:
 - (a) Meet with the CHA, Gordian, the AE, the CM, PM, FM, and others designated by the CHA regarding requirements for the Project.
 - (b) Meet with the CHA, resident leadership (as necessary), elected officials and community organizations and the PPM in order to review the requirements of the CHA and any necessary phasing of construction for the Project.
 - (c) Provide qualified professional, technical and administrative staffing; office facilities (including office space, telephone services, supplies, materials, office equipment, computers, and filing), associated administrative resources; and all necessary equipment, including vehicles, to provide all Contractor Services.
 - (d) Participate in all meetings, telephone calls, presentations and working sessions required by the CHA and coordinate all construction work with the CHA, the AE, the CM, PM, FM and the PPM, as deemed appropriate by the CHA.
 - (e) Procure trades, subcontractors, materials, equipment, suppliers, etc.
 - (f) Provide a construction schedule in Critical Path Method (in precedence format), bar chart, or other approved format for the Detailed Scope of Work and secure CHA approval as a pre-requisite to any construction activities as required in Paragraph 6 of the HUD General Conditions for Construction and the Special Conditions of the Contract.
 - (g) Provide strong professional service delivery, management, and development of innovative approaches and programs in construction.
 - (h) Provide information for building permit applications and assist in the building permit application process.
 - (i) Perform all Work and Services in accordance with industry standards in Chicago, Illinois and with the degree of knowledge, skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided for the

Job Order. The Contractor shall use its best efforts at all times to assure quality, timeliness, efficiency and creativity in rendering and completing the Services and the Work on schedule. Performance of the Services in a satisfactory manner shall include timely response to the CHA's requests. Time is of the essence in the Contract. All telephone calls and electronic mail shall be responded to on a timely basis but in no event more than one (1) business day.

- (j) Provide information as required to the LEED AP to support the LEED certification, if necessitated by the Job Order Work.
 - (k) Coordinate all temporary and future utilities with applicable utility companies.
2. Construction Phase. During the construction phase of the Work, the Respondents selected to be the Contractor of the Project shall:
- (a) Provide a construction schedule, in Critical Path Method (in precedence format), bar chart, or other approved format, for the Detailed Scope of Work and secure CHA approval to any construction activities as required in Paragraph 6 of the HUD General Conditions for Construction and the Special Conditions of the Contract.
 - (b) Furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the Work and also furnish all necessary water, heat, light, and power not made available by the CHA.
 - (c) Perform on the site, and with its own employees and equipment, Work equivalent to at least twelve percent (12%) of the total amount of Work to be performed under the Contract. "Work" includes materials, workmanship, and manufacture and fabrication of components. It does NOT include the supervision of the work of sub-contractors. This percentage may be reduced by a supplemental agreement to the Contract if, during performance of the Work, the Contractor requests a reduction and the CHA determines that the reduction would be to the advantage of the CHA.
 - (d) Provide supervision at all times by a competent superintendent/project manager who is satisfactory to the CHA and has authority to act for the Contractor.
 - (e) Take proper safety and health precautions to protect the Work, the workers, the CHA's residents, the public, and the property of CHA and others and be responsible for all damages to persons or property that occur as a result of the Contractor's fault, negligence, acts or omissions and that of its employees, agents, or subcontractors. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work which may have been accepted by the CHA under the Contract performed.

- (f) Lay out the work from base lines and benchmarks indicated on the drawings and will be responsible for all lines, levels, and measurements of all work executed under the Contract. The Contractor shall verify the dimensions before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (g) Confine all operations (including storage of materials) of a Project to areas authorized or approved by the CHA.
- (h) At all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the Work and before final inspection, the Contractor shall: (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the CHA and all rubbish caused by or generated from the Work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the CHA; (3) perform all specified tests; and, (4) deliver the Work in complete and operating condition and in accordance with the Contract.
- (i) Procure and maintain all permits, licenses, or certifications required by all governing authorities having jurisdiction over the Work
- (j) Perform all activities necessary for the proper administration of the Contract, including, but not limited to, the following:
 - i. Participate in pre-construction conferences.
 - ii. Attend dispute resolution conferences when requested by the CHA.
 - iii. Attend various meetings related to a Project and the progress of the Work when requested by the CHA.
 - iv. Submit shop drawings and other materials for verification of conformance to the requirements of a Job Order.
 - v. Procure testing from qualified parties when required per the Job Order or as directed by the CHA.
 - vi. If required, or as necessary, participate in job meetings not less than once per week and record all actions at such job meetings in written minutes to be provided to the CHA on a weekly basis.
 - vii. Make recommendations to the CHA for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
 - viii. Participate in all monthly pay request and construction meetings.
 - ix. Maintain photo documentation of weekly progress and submit with monthly pay applications.
 - x. Prepare a set of "as-built" drawings and provide them to the AE, both electronic and print.
 - xi. Provide documentation on materials and systems as required by the LEED AP, if necessitated by Job Order Work.

- (k) If required, provide any needed support to the LEED commissioning agent selected by the CHA during the commissioning process. This support will include any adjustments to the mechanical systems being commissioned so that they meet the operating requirements of the commissioning plan.
 - (l) If necessitated by the Job Order Work, adhere to all the requirements of LEED NC v3 regarding Construction Activity Pollution Prevention (LEED credit SSP1).
 - (m) The construction phase will conclude upon the Contractor's completion of the Work, verification by the AE, the issuance by the Owner of a Certificate of Substantial Completion, and the issuance of the City of Chicago Department of Buildings Certificate of Occupancy.
3. Completion, Acceptance and Close-Out Phase. During the completion, acceptance and Close-out phase of the work, the Respondent selected to be the Contractor shall:
- (a) Review the Work with the AE, the CM, PM, FM and the CHA and perform the CHA's prescribed completion, acceptance and close-out activities related to the Work in a prompt and timely manner and in accordance with the schedule attached to the Job Order, including, but not limited to, the following:
 - i. Complete all work indicated on the punch lists prepared by the AE.
 - ii. Provide bound and electronic operating and maintenance manuals complying with the requirements of the Contract.
 - iii. Provide all equipment warranties and test reports required by the Contract.
 - iv. Provide written warranties of workmanship and system operation and the material guarantees delivered by all vendors in compliance with the requirements of the Contract.
 - v. Secure all inspection sign-offs on the permits covering areas of the Work.
 - (b) The completion, acceptance and close-out phase will conclude upon the issuance by the Owner of a Certificate of Completion.
4. Consistent Record of High Performance Work. The goal of the JOC program is to foster a partnering atmosphere increasing Section 3 participation and providing the opportunity to perform increasingly complex and higher valued projects. Contractors are expected to consistently perform at a high level of quality on all assigned projects. The evaluation criteria used to rate the Contractor's performance is listed below. In an effort to assist Section 3 Contractors succeed, the JOC program includes a mentoring element during the procurement of Job Orders where the CHA's designated representative, The Gordian Group, Inc. ("Gordian"), will work directly with the individual Contractors at no cost to the Contractor. Gordian will to review the Detailed Scope of Work with the Contractor and assist the Contractor in preparing Job Order Proposals with eGordian® management software designed specifically for Job Order Contracting programs. Gordian will work

directly with the Contractor's Project Manager(s) to prepare the necessary documentation that is to be submitted with the Job Order Proposal. Evaluation criteria that will be used to rate the performance of the Contractor on each Job Order includes:

(a) Project Development Evaluation Criteria

- i. Availability to meet with the CHA when assigned a Project
- ii. Contractor's Input in Developing / Refining the Scope of Work
- iii. Contractor's Availability to Meet with Gordian to Develop Job Order Proposals
- iv. Quality of the Contractor's Job Order Price Proposal
- v. Timely Submission of the Job Order Proposal (On or Before the Due Date)
- vi. Response Time Making Requested Revisions to the Job Order Proposal
- vii. Ability to Provide Performance and Payment Bonds in a Timely Manner
- viii. Quality of the Contractor's Schedule
- ix. Timely Submission and Response Time Making Revisions to the Contractor's Schedule
- x. Overall Level of Professionalism During the Project Development Phase

(b) Construction Evaluation Criteria

- i. Professional Manner Interacting with CHA Residents
- ii. Scheduling the Work Coinciding with the Schedule
- iii. Timely Mobilization Once a Notice to Proceed is Issued
- iv. Contractor's Input in Developing / Refining the Scope of Work
- v. Contractor's Availability to Meet with Gordian to Develop Job Order Proposals
- vi. Quality of the Contractor's Job Order Price Proposal
- vii. Response Time Making Requested Revisions to the Job Order Proposal
- viii. Ability to Provide Performance and Payment Bonds in a Timely Manner
- ix. Overall Level of Professionalism During the Project Development Phase

(c) In Order to graduate and move up to the next group, the Contractor must successfully complete a minimum of three (3) Job Orders within the Job Order Completion Time and have an evaluation rating of at least 3.0 out of the maximum 5.0. Ideally, Contractors graduating to the next group will have successfully completed a minimum of 80% of its Job Orders within the Job Order Completion Time with an evaluation rating of 3.0 or higher.

(d) Contractors with lower performance will be put on probation and possibly removed from the program altogether. Contractors who have an evaluation of less than 2.5 on three (3) Job Orders will be placed on probation. During the

probation period, the CHA and Gordian will meet with the Contractor to identify areas of improvement and a time period to resolve. It will be the Contractor's responsibility to improve in those identified areas and complete the work in such a manner the evaluation ratings are higher and allow the Contractor to graduate to the next group.

- (e) To be removed from the program entirely, the Contractor must first be on probation, and after meeting with the CHA and Gordian to identify areas of improvement, fails to perform and receives an evaluation rating of 2.5 or less on an additional two (2) Job Orders.

C. Deliverables

1. In connection with its performance of the Services and the Work, the Contractor shall prepare and/or provide to the CHA, at the times specified in the Job Order or at such other times as the CHA shall designate, certain deliverables that include, but are not limited to, the items described below (hereinafter, collectively "Deliverables"). All Deliverables shall be in the form described in the Job Order or in such other form as the CHA shall require. The CHA reserves the right to reject any or all Deliverables which, in the reasonable judgment of the CHA, the AE, the CM, PM or FM are incomplete or do not meet the requirements. The CHA shall notify the Contractor in writing of any deficiencies the CHA identifies with respect to any Deliverable within fifteen (15) days after receipt of such Deliverable, in which event the Contractor shall have a period of not more than fifteen (15) days to correct such deficiency. The CHA may, at its sole and absolute discretion, accept a partial or incomplete Deliverable from the Contractor for review, but such acceptance shall not constitute a waiver of the CHA's right to insist upon completion and/or correction of such Deliverable.
2. Nature and Format of Deliverables. The Deliverables to be provided by the Contractor shall, in general, be sufficient to communicate the progress of and details concerning the Work. Deliverables may include, without limitation, such things as samples, reports, spreadsheets, critical path schedules, photographs, construction administration records or reports, as-built drawings and specifications, as-built surveys, and inspection reports.
 - (a) Reports, studies, surveys, property inspections, recommendations and similar documents shall be provided in written and bound format and all photographic documentation and graphics shall be in both digital and color photographic form.
 - (b) All reports shall be submitted in triplicate, with original quality graphics (either color or half-tone) capable of color Xerox-type reproduction and electronically.
 - (c) Deliverables such as samples, reports, spreadsheets, Critical Path Schedules, sketches, photographs, and drawings shall be provided in accordance with the schedule and delivery dates set by the Job Order.

3. Deliverables Upon Completion. Upon Substantial Completion of the Work, the Contractor shall provide one (1) full size "hard-copy" set and electronic version of the final Plans and Specifications and as-built drawings and specifications clearly identifying the Work as actually installed.
4. Electronic Data Formats. The Contractor shall be capable of collaborating with the CHA, the AE, the Construction Manager, Project Manager, and Field Manager electronically via the systems set forth in the Job Order Solicitation. The Contractor shall also provide all electronic files and media in formats directly readable and compatible with the CHA's CADD software and information management software. The following formats are acceptable:
 - (a) AutoCADD DWG or DXF for all graphics
 - (b) Microsoft Word for text.
 - (c) Microsoft Excel for data.
 - (d) Professional Project Management version 6.2® or greater, which is CHA's software for developing and maintaining the Work Schedule.
 - (e) Pre-Delivery Requirements for Media. Before files are placed on delivery media, the Contractor shall perform the following procedures:
 - i. Remove all extraneous graphics outside the border area and set active parameters to standard setting or those in the seed file.
 - ii. Assure all reference files are attached without device or directory specifications.
 - iii. Compress and reduce all design files using the appropriate utilities (note: a digital media copy of the decompression utility shall be provided with the deliverable if appropriate. e.g. PKUNZIP).
 - iv. Include all files, graphic and non-graphic, required for the Project.
 - v. Assure that none of the files are device or directory dependent.
 - vi. Document all non-standard fonts.
 - vii. Check all transferred media, software and data for viruses with recognized, commercial quality anti-virus software and specify, in writing, the name and version of the anti-virus software (upon request, the Contractor shall supply the CHA with a copy of the actual software used for virus checking and removal).
5. Accounting Statements. The Contractor shall submit separate statements for costs incurred at the Property, as required pursuant to the Contract.

EXHIBIT II

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS
HUD FORM 5370

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2008)

Applicability. This form is applicable to any
construction/development contract greater than \$100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

Table of Contents					
Clause		Page	Clause		Page
1.	Definitions	2		Administrative Requirements	
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated Damages	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to Completion	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of Construction	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19