

PROFESSIONAL SERVICES AGREEMENT

**(PROVISION AND IMPLEMENTATION OF HOSTED
CONSTRUCTION MANAGEMENT SYSTEM)**

This Professional Services Agreement is made effective as of the 27th day of February, 2015 between the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation of the City of Chicago, State of Illinois (hereinafter, the "CHA"), and **e-Builder, Inc.** (hereinafter, the "Contractor") a Florida corporation, authorized to do business in Illinois, with offices at 1800 NW 69th Avenue, Suite 201, Plantation, FL 33313.

RECITALS

WHEREAS, the CHA wishes to implement a hosted construction management software solution that will replace the CHA's legacy construction management software and seamlessly interface with the CHA's current back office and enterprise systems and provide the capability to track job costing (the "CM Solution", as further defined below);

WHEREAS, the CHA requires the supply and delivery of an enterprise level construction management solution and related services and amenities, and issued a competitive solicitation through its Request for Proposal #14-01329 (hereinafter, "RFP", which is attached as Exhibit 1 and incorporated herein by reference) to identify and procure the services of qualified contractors capable to supply and implement the CM Solution and to perform services in support of the CM Solution (hereinafter the "System and Services", and as further defined below) for the CHA;

WHEREAS, on about July 17, 2014, Contractor submitted its original proposal to the CHA in response to the RFP, and thereafter submitted its Best and Final Proposal (collectively referred to herein as the "Proposal" and attached and incorporated herein as Exhibit A););

WHEREAS, the CHA thereafter evaluated the Contractor's submissions and Proposal (including Contractor's best and final fee form submissions) provided in response to the RFP, and determined that at minimum, Contractor meets the qualifications necessary to perform the Services and deliver the CM Solution;

WHEREAS, the Contractor by submitting its qualifications in response to the RFP, represents and warrants that it is highly qualified and competent to perform the Services and has the necessary expertise and capacity to complete any Services assigned to it in accordance with this Agreement; and

WHEREAS, the Contractor is ready, willing and able to perform the Services identified in the RFP and otherwise provided for or referenced 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. In the event of a conflict between any provision of this Agreement and any other documents, this Agreement, the RFP, and any specifically Approved Work Plan shall control, in that order, unless otherwise specified.

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

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

"Acceptance" shall mean the issuance of a letter by CHA indicating its acceptance of a Deliverable.

"Acceptance Criteria" shall have the meaning given such term in Section 3.2.

"Acceptance Procedures" shall have the meaning given such term in Section 3.2.

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

"Budget" shall mean the accepted Cost Proposal for the Services to be provided by the Contractor as set forth in a written Work Plan submitted in response to the Request for Proposal or such subsequent request for additional services which CHA may provide formally and in writing.

"Chief Information Officer" or **"CIO"** means the Chief Information Officer of the Chicago Housing Authority, who is the chief executive of the Department of Information Technology Services, and any representative duly authorized to act on his behalf.

"CHA" means the Chicago Housing Authority.

"CHA Project Manager" shall be that CHA employee so identified in the Request for Proposal or otherwise.

"Confidential Information" of a party shall mean all confidential or proprietary information and documentation of such party, including with respect to the CHA, all Deliverables and other information of the CHA that is not permitted to be disclosed to third parties under local laws and regulations.

"Contractor" means the vendor herein upon the event that such vendor is issued a Notice-to-Proceed by the CHA.

"Cost Proposal" means a proposal prepared by the Contractor in response to a Request for Proposal or similar request for services. An accepted Cost Proposal will contain a budget for the project.

"CM Solution" means the software provided by Contractor to Customer as part of the Services. The software is a construction management solution that enables Customer to monitor and tract contractor expenditures, building budgets and related matters.

"Deliverables" shall mean those tangibles to be provided by the Contractor as described in Section 3.3.

"Department" means the Department of Information Technology Services.

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

"Documentation" shall mean all documentary materials such as, but not limited to, work papers, configurations, manuals, and other work product in hard copy or electronic format, prepared by or on behalf of the Contractor, its subcontractors or agents in connection with providing the Services.

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

"Notice-to-Proceed" means a written acceptance of a Work Plan by both the CIO and Director of Procurement and Contracts and direction to commence Services under the Work Plan.

"Project Documents" means this Agreement, the Request for Proposal, any written Accepted Work Plan, and any attachments and exhibits incorporated into them.

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

"Request for Services" means a written request from the CIO for the Contractor to prepare and submit a Work Plan and Cost Proposal for Services relating to a specific project.

"Risk Management Office" means the Risk Management Office in the CHA's Department of Finance which is under the direction of the Comptroller of the CHA and is charged with reviewing and analyzing insurance and related liability matters for the CHA.

"Services" means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required and in accordance with the terms of this Master Agreement.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the Services, The term Subcontractor also includes sub-contractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

"Support Period" means the duration of time commencing on the Effective Date hereof that the Customer receives the Services from Contractor hereunder or under a Work Plan..

"Work Plan" or "Statement of Work" means the detailed description of the Services to be provided by the Contractor in a response to the Request for Proposal issued in accordance with Section 2.3. Unless otherwise indicated, references to Work Plan or Statement of Work will be deemed to include the applicable Cost Proposal. The terms Work Plan and Statement of Work may be used interchangeably herein.

"Work Product" shall have the meaning set forth in Section 8.3.

ARTICLE II

CONTRACTOR'S DUTIES AND RESPONSIBILITIES

2.1 Scope of Services.

The type of Services which the Contractor may request be provided under this Agreement are those described in the Work Plan or equivalent document (if applicable) describing in detail the Services to be provided herein, including Exhibit B, which is attached hereto and incorporated herein by reference. The Contractor must provide the Services in accordance with the standards of performance set forth in Section 3.5.

The Contractor is acting as an independent contractor in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the CHA and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative or employee of the CHA for any purpose or in any manner whatsoever.

2.2 CHA agrees to provide working space and facilities, and any other services and materials Contractor or its personnel may reasonably request in order to perform the work assigned to them. All work shall be performed in a workmanlike and professional manner by employees of Contractor having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Contractor shall make sure its employees, representatives and agents at all times observe security and safety policies of CHA if working on premises.

2.3. CHA will advise Contractor of the individuals to whom Contractor's personnel will report for purposes of day-to-day work assignments. CHA and Contractor shall develop appropriate administrative procedures to apply to such personnel. CHA may periodically prepare an evaluation of the performance of Contractor's personnel.

ARTICLE III CONTRACTOR STANDARDS OF CONDUCT

3.1 Acceptance Tests or Acceptance Criteria.

Any Work Plan or Statement of Work prepared pursuant to the RFP and this Agreement will contain Functional Specifications and a general statement of acceptance criteria for the Deliverables ("General Acceptance Criteria"), if applicable. The Acceptance Criteria shall be that level of completion or standard of performance that the parties mutually agree to in writing in the SOW. After reviewing any proposed Work Plan or Statement of Work, and prior to issuing the Notice-to Proceed for such services or tasks, the CHA will propose a detailed, comprehensive set of acceptance criteria for each Deliverable designed to objectively verify the performance of each Deliverable or the Deliverables as a whole ("Detailed Acceptance Criteria"), if applicable. The CHA and the Contractor will mutually agree upon the Detailed Acceptance Criteria for any applicable services or tasks. The Detailed Acceptance Criteria will be contained in the Project Documents. As used here, the term "Acceptance Criteria" refers to the General Acceptance Criteria until the parties agree on the Detailed Acceptance Criteria and thereafter shall refer to the General Acceptance Criteria and the Detailed Acceptance Criteria, collectively.

3.2 Acceptance Procedures

(A) Upon issuing a Notice-to-Proceed pursuant to this Agreement, the CHA will propose and the CHA and the Contractor shall agree in writing on detailed, comprehensive acceptance procedures for the Deliverables ("Acceptance Procedures"), if applicable to the contracted services or tasks. The Acceptance Procedures must include the provisions of this Section 3.2. Each submittal of a Deliverable by Contractor shall be accompanied by a written certificate from the Contractor that such Deliverable has met its Acceptance Criteria ("Completion Certificate"). Upon delivery of the Completion Certificate, the Contractor shall also provide a complete copy of the Deliverable to the CHA.

(B) At the CHA's request, the Contractor will demonstrate to the CHA how the Deliverable meets or satisfies its Acceptance Criteria. The Contractor will conduct any additional review and/or testing of a Deliverable that the CHA requests in order to verify to its satisfaction that the Deliverable meets or satisfies the Acceptance Criteria. If the CHA determines that any submitted Deliverable does not perform the requirements specified by such Deliverable's Acceptance Criteria, the CHA will provide the Contractor with written notice specifying the identified failures. The Contractor must cure as promptly as possible any such failures and deficiencies and will apply necessary resources to perform such cure. After completing such cure, the Contractor must resubmit the Deliverable for review testing and must resubmit the Deliverable to the CHA along with a Completion Certificate.

3.3 Deliverables.

In carrying out Services, the Contractor must prepare or provide Deliverables. Deliverables may include but are not limited to various written studies, best practice and supporting

documentation, procedural manuals, forms, source and object code, work flow charts, methods, processes, plans, designs, transformed data, data studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Contractor under this Agreement. The Statement of Work or SOW will contain a description of the Deliverables for each particular project. The CHA reserves the right to reject any and all Deliverables which do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable SOW Work Plan or which do not conform to the specifications for such Deliverables as set forth in the SOW or Work Plan. Deliverables provided must follow the Acceptance Procedures as provided in Section 3.2 herein and meet the Acceptance Criteria contained in the RFP or any Work Plan (including Exhibit B). Deliverables must be provided in the CHA standard format and media as defined in the Request for Services.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the CIO. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Contractor of its commitments hereunder.

3.4 Meetings.

The Contractor will meet regularly with the CHA Project Manager to discuss matters relating to outstanding Projects. In addition, at the CIO's request, and with adequate, advance written notice of not less than forty-eight (48) hours, the Contractor must attend (by telephone, in person or otherwise) meetings with CHA or other interested parties designated by the CIO.

3.5 Standard of Performance.

(a) Professional and Fiduciary. The Contractor will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Service of a comparable nature and scope. The Contractor shall at all times use its best efforts to assure high quality, timeliness, efficiency and creativity in rendering and completing the Services. The Contractor agrees that performance of the Services in a satisfactory manner shall include quick response to the CHA's needs which are within the scope of the project set forth in the Work Plan. Accordingly, the Contractor shall return all telephone calls and respond to all electronic mail on a timely basis. Nothing contained in this Section, however, shall be construed to relieve Contractor of its obligations pertaining to a Work Plan.

(b) Satisfactory Performance. The Contractor will perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, applicable to this Agreement, and in accordance with the Acceptance Criteria formally established by the parties. Both parties will work together and perform their respective responsibilities so that the Deliverables must meet the Acceptance Criteria within the time frame contained in the Work

Plan associated with that Deliverable. The Contractor must at all times act in the best interests of the CHA consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement, and will work with CHA toward the timely and satisfactory rendering and completion of its Services, including but not limited to, the Deliverables. Following acceptance, Contractor warrants that the Deliverables will conform in all material respects to the specifications set forth in the Work Plan. To receive warranty remedies, CHA must report any deficiencies to Contractor in writing within the Warranty Period. CHA's exclusive remedy and Contractor's entire liability under any warranty claim by the CHA is to provide Services to correct the deficiencies. If Contractor is unable to correct the deficiencies, CHA is entitled to recover the fees paid to Contractor for the deficient portion of the Services or Deliverables, unless subject of a bona fide dispute.

(c) Qualified Personnel.

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

(d) Efficiency.

The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis.

3.6 Cooperation

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

3.7 Confidentiality.

Contractor agrees that all reports and documents prepared or assembled or received by Contractor, or information that they became aware of in the course of performing Services pursuant to this Agreement, are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. Except as required or necessary to conduct the Services contemplated hereby, Contractor agrees that such reports, documents and information learned in the course of performing the Services, shall not be made available to any individual or organization other than the CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena, without the prior written approval of the CHA.

Contractor shall identify and conspicuously label its Confidential Information, including those materials or other documentation or information which the Contractor asserts may constitute trade secrets or confidential commercial, financial or proprietary information.

3.8 Adequate Staffing

The Contractor will, immediately upon receiving a fully executed copy of this Agreement, an Account Manager to oversee the relationship between CHA and contractor embodied herein, who will be the Contractor's designated person to receive communications and documentation in furtherance of the Agreement. The Contractor will identify such personnel and their positions in a staffing schedule which will be included in any Work Plan.

3.9 Key Personnel

(a) Minimum Requirements. The Key Personnel of Contractor under this Agreement will consist of an Account Manager who will be the contact person for the CHA and such other personnel as may be named for specific projects in the respective Work Plans. Changes in the assignment of committed Key Personnel, due to commitments not related to this Agreement, are prohibited without the CIO's approval, unless such reasons are outside of Contractor's reasonable control (e.g. illness or termination of employment). Key Personnel may also include other critical members of the project as specified in the Work Plans.

(b) No Substitutions. The Contractor will not reassign or replace Key Personnel, except due to reasons outside of Contractor's reasonable control, without the written consent of the CIO, which consent will not be unreasonably withheld. The Director of Procurement and Contracts may, at any time in writing, notify the Contractor that the CHA will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon such notice, the Contractor will immediately cease to assign that person or those persons to perform the Services and will confer with CHA regarding the concerns expressed by CHA regarding a specific person. If, after such discussion, CHA and Contractor agree to removal of such person, Contractor will promptly replace such person with personnel qualified to perform the function that are reasonably acceptable to the CIO. If any Key Personnel furnished by the Contractor to perform Services under this Agreement are unable to continue in the performance of assigned duties for reasons beyond the Contractor's control, the Contractor shall promptly notify the CHA, explaining the circumstances. Within 10 days of notification by either party of the need to replace Key Personnel, the Contractor must furnish to the CHA the name of the substitute person and any other information the CHA may require. If the CHA does not approve such substitute person, consent to which may not be unreasonably withheld, the Contractor must propose another substitute person within 5 days. Such 5 day cycle shall be repeated no more than twice. In the event the Contractor is unable to tender a replacement, satisfactory to the CHA, the Contractor shall maintain the personnel then assigned to the performance of professional services.

3.10 No Limitation on CHA's Rights

No provision in this Agreement granting the CHA a right of access to Deliverables and Accounting Records is intended to impair, limit or affect any right of access to such Records which the CHA would have had in the absence of such provisions.

The Contractor covenants that it and its partners (if any), and to its knowledge, its Contractors and subcontractors, if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services hereunder. Without limiting the foregoing, the Consulting Parties will not participate, directly or indirectly, as a prime, subcontractor, or joint venturer, during the term of this Agreement or thereafter in the preparation of any proposal or bid where the Consulting Parties performed any Services for the CHA in recommending, researching, preparing, drafting, or issuing a request for proposals or bid specifications, or reviewing proposals or bids, or performed similar services, nor shall the Consulting Parties enter into any agreement, either individually or through an entity in which it has a controlling interest, with the CHA where the Consulting Parties performed Services on the project that is the subject of the agreement. The Consulting Parties further covenant that, in the performance of this Agreement no person having any such conflicting interest will be assigned to perform any Services or have access to any Confidential Information.

In addition, Contractor agrees that if the CHA, by the CIO in her reasonable judgment, determines that any of Contractor's services for third parties (excluding, in any event, services provided to the City pursuant to the City Contract) conflict with the Services that Contractor is to render for the CHA under this Agreement, Contractor shall terminate such third party services immediately upon request of the CHA.

3.11 Failure to Comply.

If Contractor fails to comply with the above standards, Contractor will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation on any other remedies available to the CHA under this Agreement, at law, or in equity.

3.12 Disclaimer.

CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Contractor makes no warranties regarding any portion of any Deliverable or other materials developed by CHA or by any third party, including any third party software, hardware, or other third party products.

ARTICLE IV TERM OF AGREEMENT

4.1 Term of Agreement. This Agreement shall take effect as of February 27, 2015, and shall continue for a two (2) year term through February 27, 2017, (the "Base Term") or until the Services for all Work Plans are completed in accordance with their respective terms, or otherwise terminated in accordance with the terms of this Agreement.

(a) Upon execution of this Agreement, the annual enterprise subscription term shall commence. Following the CHA's final written acceptance of the completed configuration, implementation and testing of the CM Solution in accordance with the standards, criteria and milestones of the Statement of Work, the parties' respective rights and obligations for support and maintenance of the CM Solution shall then be governed by the Service Level Agreement, which is executed concurrently with this Agreement and incorporated herein by reference.

(b) The CHA shall have up to three (3) one-year subscription option terms, which may be exercised in its sole discretion upon the expiration of the Base Term, or upon the expiration of any previously exercised Option Term. The pricing of each such Option Term shall be in accordance with the Best and Final Proposal incorporated herein. CHA shall provide no less than thirty (30) days' notice of its desire to exercise a renewal term.

4.2 Time is of the Essence. The Contractor will provide Services within the time limits required under this Agreement and as provided in the Work Plan. Both parties acknowledge that in regard to provision of the Services under this Agreement, TIME IS OF THE ESSENCE.

ARTICLE V COMPENSATION

5.1 Compensation.

The CHA shall pay to the Contractor, a firm, fixed fee for those Services relating to the completed initial delivery, implementation and configuration of the CM Solution contemplated herein, in the amount of Nine Hundred Ten Thousand Eight Hundred Ninety and 00/100 Dollars (\$910,890.00) for the satisfactory performance of the Services identified in the Work Plan (the "Contractor Fees"). A breakdown of the Contractor Fees is included in Exhibit A. The Contractor Fees are a fixed fee, and are inclusive of the first two (2) years of enterprise level Services (i.e., on a subscription basis), , as well as support and updates to the CM Solution and software subject of the Services. The Contractor agrees not to perform, and waives any and all claims for payment of work, cost, expense or other claim which would result in billings beyond this amount without a prior written amendment to this Agreement authorizing said additional work. The Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the previously agreed fee.

The CHA shall have up to three (3) one-year subscription options reserved to the CHA and priced at the firm, fixed rate of One Hundred Ninety Five Thousand and 00/100 Dollars (\$195,800.00) per annum for enterprise level Services (i.e., on a subscription basis), which may be exercised in the CHA's in its sole discretion, upon the expiration of the Base Term, or upon the expiration of any previously exercised Option Term.

5.2 Method of Payment.

The Contractor shall submit invoices, as agreed to by the Contractor and the CHA, generally upon a milestone basis as set forth in Exhibit B. Invoices shall contain a description of the Services rendered and eligible fees. The CHA shall pay each invoice within thirty (30) days of receipt and approval of a properly submitted invoice. The Contractor shall not be entitled to receive payment unless an invoice relating to such payment is first submitted to the CHA. The invoices shall be subject to the review and approval of the CHA. The Contractor shall furnish such supporting documents and additional information as may be required to approve each invoice. The Contractor's invoice shall include the hours and fees for the Services provided. If the CHA objects to all or any portion of any invoices, it shall notify the Contractor of its objection and both parties shall make every effort to settle the disputed portion of the invoice within a reasonable period of time. Notwithstanding the foregoing, the CHA shall pay the undisputed portion of any invoice. Any disputes raised by CHA must be based on a commercially reasonable, bona fide basis, and must be articulated in detail by CHA to Contractor.

5.3 Non-Appropriation.

Funding for any work covered by the terms of this Agreement is subject to (1) availability of federal funds from HUD, and (2) the approval of funding by the CHA's Board of Commissioners. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period during the term of this Agreement, then the CHA may notify the 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 but no sooner than the date of notification of termination.

5.4 Right to Offset.

On no less than thirty (30) days' written notice to Contractor, CHA retains the right to offset any excess costs and damages incurred or suffered by the CHA in the event of termination of this Agreement for default or arising as a result of the exercise by the CHA of any of the other remedies available to it under Article VII; any excess costs or damages incurred or suffered by the CHA otherwise resulting from the Contractor's performance or nonperformance under this Agreement; any other set-offs permitted under this Agreement; any credits due to the CHA; or any overpayments made by the CHA may be offset by use of any payment due to the Contractor. If such amount offset is insufficient to cover those excess costs, credits, or overpayments, the Contractor will be liable for

and promptly remit to the CHA the balance upon written demand. This right to offset is in addition to, and not a limitation on, any other remedies available to the CHA. Should Contractor dispute the liability for which CHA seeks to hold it liable on an "offset" basis, the parties shall attempt to resolve the dispute through negotiations over the ensuing thirty (30) day period. Any dispute that remains unresolved shall beyond such time frame, shall be resolved through the dispute resolution provisions of this Agreement.

ARTICLE VI DISPUTES AND RISK

6.1 Disputes.

In the event of a dispute between the CHA and Contractor involving this Agreement, the Director of Procurement and Contracts and Contractor will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party may, submit the dispute in writing to CHA's Chief Executive Officer for decision. The Chief Executive Officer shall, render a decision concerning the dispute submitted. Unless Contractor, within thirty (30) days after receipt of the decision, shall notify the Chief Executive Officer in writing that it takes exception to the decision of the Chief Executive Officer, the decision of the Chief Executive Officer shall be final and binding. Provided Contractor has given the notice within the time stated above and has brought suit against the CHA not later than one year after Contractor has received notice of the decision of the Chief Executive Officer, then the decision of the Chief Executive Officer for the CHA shall not be final, but the dispute shall be determined on the merits by a court of competent jurisdiction which shall be located according to the terms of Section 9.8.

6.2 Insurance.

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

(a) Workers Compensation and Occupational Disease Insurance Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois along with Employer's Liability in an amount of not less than \$1MM/\$1MM/\$1MM.

(b) 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 Contractor's agents subcontractors, invitees and guests and their personal property. 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.

(c) Automobile Liability Insurance. When any motor vehicles 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.

(d) Professional Liability. Professional Liability insurance covering acts, errors or omissions of your 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: 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.

(e) Umbrella Liability. Coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

6.3 Related Requirements. Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts, 60 East Van Buren, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of this Agreement.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO CONTRACTOR COMMENCING WORK UNDER THIS AGREEMENT AT THE DESIGNATED CHA LOCATIONS.

The Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts Department, 60 East Van Buren, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverages to be in force on the Effective Date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if coverages have an expiration or renewal date occurring during the term of this Agreement or extensions thereof. If CHA suspects or

determines that Customer's insurance has changed but has not been provided with copies of renewed certificates, CHA shall provide written notice to Customer, along with a period of five (5) days to provide evidence of the new certificates. 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 are in compliance with all Agreement requirements.

Contractor shall require all subcontractors to carry the insurance required herein or 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. Evidence of such coverage must be submitted to CHA.

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 Contractor under this Agreement.

6.4 Indemnification.

Contractor agrees to defend, indemnify and hold the CHA its officers, officials, employees and agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including reasonable attorney fees) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "**Claims**") arising out of or resulting from Contractor's, its agents', employees' and subcontractors' gross negligence or willful misconduct during the performance of the Services under this Agreement, and/or the gross negligence or willful acts or omissions of Contractor, its agents, employees and subcontractors, including but not limited to, the enforcement of this indemnification provision which results in personal injury or property damage. In addition, Contractor shall indemnify CHA from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of any claim that a Service or Deliverable provided by Contractor, when used in conformity with Contractor's instructions and documentation, infringes a U.S. patent, copyright or other proprietary right or violates a trade secret of any person or entity under U.S. law. If any Service or Deliverable is determined by a court of competent jurisdiction to be infringing or a violation, or in Contractor's opinion is likely to become the subject of a claim of infringement or violation, Contractor may, at its option, procure for CHA the right to continue using the Service or Deliverable, or replace or modify the Service or Deliverable so it is not infringing or a violation. If Contractor cannot secure these remedies on reasonable terms and if CHA must discontinue use of any Service or Deliverable, Contractor will refund a portion of the fees paid for the infringing or violating Service or Deliverable.

The foregoing indemnity shall not apply to any infringement claim or claim of violation to the extent arising from (i) a Service or Deliverable that has been modified by any party other than Contractor, or results from the combination of the Services and intellectual property provided by

Contractor, when combined with the proprietary solutions created internally by Contractor or third party software or intellectual property being otherwise used by CHA, which was not recommended for use by Contractor; (ii) CHA's use of a Service or Deliverable in conjunction with the products or services of parties other than Contractor where such use gives rise to the infringement or violation claim; (iii) CHA's use of a Service or Deliverable after written notice to CHA to cease such use; (iv) a Service or Deliverable not used in accordance with Contractor's instructions and specifications; (v) CHA's use of other than the current release of a Service or Deliverable if such claim would have been avoided by the use of the current release provided by Contractor; (vi) CHA's use of a Service or Deliverable with services or products not provided by Contractor; or (vii) Contractor's compliance with any design, specification or instruction of CHA.

This Section sets forth each party's sole and exclusive remedies for infringement or violation. Services and Deliverables do not include any third party services, products or materials, whether or not supplied by Contractor. Contractor's obligations are expressly conditioned upon the following: (1) that CHA shall promptly notify Contractor in writing; (2) that Contractor shall have control of the defense or settlement; (3) that CHA shall cooperate with Contractor in a reasonable way to facilitate the settlement or defense. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Workers Compensation Act or any other law or judicial decision (specifically Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

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

ARTICLE VII

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

7.1 Events of Default Defined.

Each of the following shall constitute an event of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by one party to the other.

(b) Either party's failure to perform any of its material obligations under this Agreement including, but not limited to, the following:

(i) Inability to perform the Services satisfactorily in accordance with the performance standards or as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors; and

(ii) Failure to comply with any material term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination.

(c) Any change in majority ownership or majority control of Contractor without the prior written approval of the 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 the CHA during the term of this Agreement. Contractor acknowledges and agrees that in the event of default under this Agreement, the CHA may also declare default under any such other agreements.

7.2 Remedies.

Upon the occurrence of any event of default which the breaching party fails to cure within thirty (30) calendar days after receipt of notice given by the non-breaching party, the non-breaching party may declare the breaching party in default and invoke any or all of the following remedies:

(a) The right to terminate this Agreement as to any or all of the Services, payment or performance obligations under this Agreement and the Work yet to be performed effective at a time specified by the CHA.

(b) Pursue any and all remedies, legal and/or equitable, available to the non-breaching party under applicable law;

(c) The right to withhold all or any part of Contractor's compensation hereunder.

(d) The right to deem Contractor non-responsible in future contracts to be awarded the CHA.

The remedies under 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. The failure of a party to exercise any right or remedy shall not be construed as a waiver of any event of default or acquiescence thereto.

7.3 Termination for Convenience.

Notwithstanding the foregoing, CHACHA may terminate the Services to be performed under this Agreement for convenience at any time by giving ninety (90) days' advance notice, in writing, to the Contractor when the Agreement may be deemed to be no longer in the best interest 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. CHA shall pay Contractor in full for services rendered up through the date of termination.

7.4 Suspension.

The CHA may request at any time that Contractor suspend its Services or any part thereof by giving thirty (30) business days prior written notice to Contractor or upon no notice in the event of emergency. Contractor shall promptly resume performance of such Services under the same terms and conditions as stated herein when requested to do so by the CHA, on no fewer than twenty (20) days' notice.

7.5 No Damages for Delay/Contractor Termination for CHA Default.

Contractor may terminate this Agreement upon CHA's default which remains uncured for thirty (30) days from receipt of written notice specifying the default. 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. Notwithstanding the foregoing, any suspension requested by CHA pursuant to Section 7.4 above shall not relieve CHA of its obligations to make ongoing payment(s) to Contractor for those Services the Contractor continues to perform notwithstanding the event of suspension (i.e., ongoing subscription fees for the current term of service). Furthermore, the event of a suspension pursuant to Section 7.4 shall not serve to delay or excuse the CHA's obligations to review and pay undisputed invoices for those amounts rendered or performed by Contractor prior to the event of suspension in accordance with the payment terms of this Agreement.

ARTICLE VIII
WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

8.1 Warranties and Representations.

In connection with the execution of this Agreement, Contractor warrants and represents to CHA:

- (a) That it is financially solvent and that it and each of its employees, agents or subcontractors of any tier are competent to perform the Services required under this Agreement.
- (b) That no officer, agent or employee of the 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 the CHA and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of Contractor to any employee of the CHA as an inducement for the award of this Agreement; 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 the CHA.
- (c) That Contractor and its subcontractors are not in default at the time of the execution of this Agreement, or deemed by the CHA's Director of Procurement and Contracts Department to have, within the last five (5) years been found to be in default on any contract awarded by the CHA.
- (d) That Contractor shall not knowingly use the services of any ineligible contractor for any purpose in the performance of the Services under this Agreement.
- (e) That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, officers, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor.
- (f) That Contractor and, to 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 5/33E1 et. seq. (1989), as amended; and CHA's Ethics Policy (attached).
- (g) That Contractor has disclosed any and all relevant information to the CHA and Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath or failure to disclose in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.

(h) That Contractor is a duly organized and validly existing corporation under the laws of the State of Illinois, or is otherwise lawfully authorized to do business within 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.

(i) That Contractor has the power and authority to enter into and perform obligations under this Agreement, and that this Agreement, when executed will constitute the duly authorized, valid and legally binding obligation of Contractor.

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

8.2 Joint and Several Liability

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

8.3 Ownership of Work Product.

Contractor acknowledges that all work papers, reports, Documentation, drawings, photographs, film and all negatives, tapes and the masters therefore, prototypes, and other material, or other work product generated and assembled either in hard copy or on disc, specifically for CHA and usable only by CHA (and its authorized employees, agents, contractors or other representatives performing work for the benefit of CHA) (hereinafter, "CHA Work Product") will belong solely to the CHA, and the Contractor will retain no rights therein. The CHA Work Product is conclusively deemed by the parties as "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (hereinafter, "the Act"), and the CHA will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright can subsist.

To the extent the CHA Work Product does not qualify as "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CHA, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefore, and other intangible, intellectual property embodied in or pertaining to the Work contracted for under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute assignments in the forms attached if requested by the

CHA, without additional compensation. Contractor will document all work performed for the CHA and will turn such documentation over to the CHA on completion of the Contractor's services hereunder or earlier, if requested by the CHA. Contractor will make no use of the CHA Work Product generated during the course of its work for the CHA during or after the term of this Agreement except to perform the work requested by the CHA.

To the extent the CHA is unable to effectively or economically use the CHA Work Product without also using rights which are the subject of patent applications, patents, copyrights or other statutory protection owned by Contractor, Contractor grants to the CHA, a royalty-free, irrevocable, worldwide, nonexclusive license to make, have made, sell, use, reproduce, disclose, and publish such rights as necessary to fully utilize the Work Product for internal purposes.

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

Notwithstanding the foregoing, if any general improvements are made by Contractor for the overall functionality of the Services (and incorporated software) owned by Contractor (the "Contractor Work Product"), Contractor shall own such Contractor Work Product, and the Contractor Work Product shall be licensed by Contractor hereunder to CHA for the remaining duration of this Agreement (or any related subscription or license agreement) and any applicable Work Order, but shall expressly not constitute CHA Work Product. For purposes of this Agreement, to the extent that CHA claims, asserts or is deemed to have an interest in the Contractor Work Product, CHA hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Contractors, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefore, and other intangible, intellectual property embodied in or pertaining to the Contractor Work Product contracted for under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. CHA will execute assignments in the forms attached if requested by Contractor, without additional compensation. Contractor will document all work performed for the CHA and will retain such documentation.

8.4 Contractor Materials.

CHA acknowledges that Contractor is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Contractor will retain all right, title, and interest in and to all Contractor Materials. "Contractor Materials" means all discoveries, concepts, and ideas, whether or not registrable under patent, copyright, or similar statutes, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know-how, that Contractor, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before,

after, or during the term of this Agreement without breach of Contractor's duty of confidentiality to CHA or the use of any CHA resources. For purposes of this Agreement, the Contractor Materials shall also include the Contractor Work Product (as defined above). If Contractor Materials are included in any CHA Work Product, Contractor will grant CHA a term, nonexclusive, worldwide, license to use, execute, reproduce, display, perform, distribute internally such Contractor Materials solely in conjunction with the CHA's use of the Services hereunder and only for the Term hereof. Contractor's grant to CHA of any interest in the Services and Contractor Materials and Contractor Work Products, if any is effective only upon CHA's payment of all fees and charges invoiced by Contractor.

Contractor warrants and represents that it has or will have the right, through written agreements with its employees, agents and representatives, to secure for the CHA, the right provided for in this section and section 8.3. Further, in the event Contractor uses any subcontractor, or other third party to perform any of the services contracted for under this Agreement, Contractor agrees to enter into such written agreements with such subcontractor or other third party, and to take such other steps as are or may be required to secure for the CHA the rights provided for in this section and in section 8.3.

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

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

8.6 Business Documents.

To the extent applicable, Contractor shall provide copies of its latest articles of incorporation and other corporate documents of public record and evidence of its authority to conduct business in the State of Illinois including, without limitation, registrations of assumed names.

8.7 Conflict of Interest.

(a) No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any 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 admitted to any share or part of this Agreement or to any financial benefit to arise from it.

Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members of a joint venture, and subcontractors, 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 the CHA determines that any of Contractor's services for others conflict with the Services that Contractor is to render for the CHA under this Agreement, Contractor shall terminate such other services immediately upon request of the CHA.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A102 and 24 CFR §85.36(b)(3), no person who is an employee, agent, contractor, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to CHA or HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such CHA and HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in this Agreement or any contract, subcontract, or agreement with respect hereto, or the proceeds hereunder or thereunder, either for himself or herself, or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

(b) Furthermore, Contractor represents that it 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 f(1989), as amended.

8.8 Independent Contractor.

The Contractor and the CHA recognize that Contractor is an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of the CHA and that CHA will not incur any liability as the result of Contractor's actions. Contractor and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors of the CHA, and shall not represent to any third party that they are an employee, agent, covenantor, or representative of the CHA. The CHA shall not be obligated to withhold any funds from Contractor for tax or other governmental purposes, with respect to its employees, agents, representative or subcontractors. Contractor and its employees, representatives, and agents shall not be entitled to receive any employment benefits offered to employees of the CHA including workers' compensation insurance coverage. Company shall not exercise control over Contractor.

8.9 MBE/WBE Participation and Section 3 Requirements.

Contractor agrees to comply with the CHA's MBE/WBE (Minority and Women Business Enterprises) Policy. In addition, Contractor shall comply with CHA's Section 3 Policy. Prior to issuance of the Notice to Proceed, the Contractor shall state the degree of MBE/WBE participation and level of commitment to CHA's Section III Policy and thereafter, throughout the

term of this Contract, fulfill the stated levels of participation and commitment, which are each set forth in the Contractor's Section III and MBE/DBE/WBE Utilization Plan(s) and Compliance Schedule(s), which are attached hereto and incorporated herein by reference.

ARTICLE IX GENERAL CONDITIONS

9.1 Entire Agreement.

This Agreement, comprised of this Agreement and the Exhibit(s) attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. Any inconsistency between this Agreement, an Exhibit, or any supplemental agreements, shall be decided in this order of precedence: (i) the Professional Services Agreement; (ii) the RFP; (iii) Exhibit B, and all acceptance forms; (iv) Exhibit A; and (v) any supplemental agreements in writing.

9.2 Counterparts.

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

9.3 Amendments.

No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of 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.

9.4 Non-Discrimination Requirements.

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.

9.5 Compliance with HUD Regulations.

Contractor shall comply with all the provisions of HUD regulations, and other applicable federal, 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. § 1857(h) 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; Executive Order 11738; 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); Environmental Protection Agency regulators (40 C.F.R. part 15); and Energy Policy and Conservation Act (Pub. L. 94-163).

9.6 Religious Activities.

In connection with this Agreement, Contractor agrees that:

(a) Contractor 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) Contractor shall not discriminate against any person on the basis of religion when rendering the services hereunder and shall not limit such services or give preference to persons on the basis of religion.

9.7 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.

9.8 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. The parties agree that service of process may be made either by registered or certified mail addressed to the applicable party at the address specified herein. 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.

9.9 Severability.

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

9.10 Interpretation.

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

9.11 Assigns.

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

9.12 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.

9.13 Non-solicitation.

During the term of this Agreement and for a period of one year after its termination, neither party will directly or indirectly (i) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services or Deliverables under this Agreement or (ii) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or Deliverables under this Agreement until one (1) year following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a party's Internet site.

9.14 Force Majeure.

If either party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, criminal acts, acts of the public enemy, acts of government in a sovereign or contractual capacity, acts of war or terrorism, or acts of God or nature, the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed. If a delay continues for a period of more than sixty (60) days, either party may terminate an affected Work Plan upon written notice to the other party and CHA will pay Contractor for all work performed, Deliverables created through the effective date of termination.

9.15 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 inform subcontractors of this provision and require agreement and compliance with the same.

ARTICLE X
COMMUNICATION AND NOTICES

10.1 Communication Between the Parties.

All communication by Contractor (excluding Notices under this Agreement) shall be with the CHA Project Manager on behalf of the CIO. All Deliverables required to be submitted under this Agreement shall be sent to the CHA Project Manager, Information Technology Services Department, Chicago Housing Authority, 60 East Van Buren, Chicago IL 60605. No verbal communication between the parties shall change any of the terms and conditions of this Agreement.

Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

10.2 Notices.

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

e-Builder, Inc.
1800 NW 69th Avenue, Suite 201
Plantation, FL 33313
Attn.: Chief Executive Officer

With a Copy to:

e-Builder, Inc.
1800 NW 69th Avenue, Suite 201
Plantation, FL 33313
Attn.: Chief Financial Officer

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

Director of Procurement Contracts
Chicago Housing Authority
60 East Van Buren
Chicago, Illinois 60605

With a Copy to:

Chicago Housing Authority
Office of the General Counsel
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Attn.: General Counsel

**ARTICLE XI
AUTHORITY**

11.1 CHA's Authority.

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

11.2 Contractor's Authority.

The person signing on behalf of Contractor, is an Officer of the Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement.

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

CHICAGO HOUSING AUTHORITY

By: Dianna Bookers
Name: Dianna Bookers
Title: Sr. Director of Procurement
Date: 02 / 27 / 2015

e-BUILDER, INC.

By: _____
Name: _____
Title: _____
Date: 02 / 27 / 2015

APPROVED AS TO FORM BY:

Chicago Housing Authority
Office of General Counsel

By: Scott W. Rummel

**ARTICLE XI
AUTHORITY**

11.1 CHA's Authority.

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

11.2 Contractor's Authority.

The person signing on behalf of Contractor, is an Officer of the Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement.

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

CHICAGO HOUSING AUTHORITY

e-BUILDER, INC.

By: _____
Name: _____
Title: _____
Date: 02 / 27 / 2015

By: Jeanne Prayther
Name: Jeanne Prayther
Title: CFO
Date: 02 / 27 / 2015

APPROVED AS TO FORM BY:

Chicago Housing Authority
Office of General Counsel

By: _____