

CONTRACT NO. 11704

OWNER'S REPRESENTATIVE AGREEMENT

BETWEEN

THE CHICAGO HOUSING AUTHORITY

AND

GILBANE BUILDING COMPANY

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AGREEMENT

THIS OWNER'S REPRESENTATIVE AGREEMENT (this "Agreement") is effective as of this December 21, 2015, by and between the **CHICAGO HOUSING AUTHORITY** (the "CHA" or "Owner"), a municipal corporation organized under the Illinois Housing Authority Act, 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois and **GILBANE BUILDING COMPANY** ("OR"), a Rhode Island corporation with offices at 8550 West Bryn Mawr Avenue, Suite 500, Chicago, Illinois, 60631.

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 currently owns Fannie Emanuel Senior Apartments, located at 3916 W. Washington Boulevard in the City of Chicago, County of Cook, State of Illinois (the "Site");

WHEREAS, the CHA intends to transfer ownership of the Site to a limited partnership (the "Limited Partnership"); and the Limited Partnership will be comprised of a private tax credit investor and special limited partner (the "Investor") and a managing entity, of which the CHA will be the sole member; and upon closing and transfer of the Site to the Limited Partnership, the CHA will assign all of its rights, title and interest as Owner under this Agreement to the Limited Partnership; and

WHEREAS, the CHA issued Request for Proposal Event No. 92-0 (the "RFP") on or about January 23, 2015, to secure the services of an interested, qualified, willing and capable construction contracting firm to act as General Contractor for the rehabilitation of Fannie Emanuel Senior Apartments-3916 W. Washington Boulevard, Chicago, IL; and,

WHEREAS, the CHA desires the services of a consultant as owner's representative for the general rehabilitation of the Site, and in furtherance of its Capital Improvement Program under the Plan for Transformation, and pursuant to Resolution No. 2015-CHA-70, approved August 17, 2015, the CHA's Board of Commissioners authorized the CHA to enter into a contract with Gilbane Building Company, CHA's current construction management firm, to perform construction management services in connection with the rehabilitation of the Site; and

WHEREAS, the CHA desires to enter into this Agreement to secure the services of the OR, and the OR states that it is ready, willing and able to provide the services as more specifically set forth herein, and desires to enter into this Agreement.

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

ARTICLE 1. INCORPORATION OF RECITALS AND DEFINITIONS

Section 1.01 Incorporation of Recitals

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

Section 1.02 Definitions

"Agreement" or "Contract" - This Agreement entered into between the Owner and the Owner's Representative with respect to the Property.

"Construction Contract" - That General Contractor Services Agreement to be entered into between the Owner and the General Contractor with respect to the Site.

"Construction Contract Documents" - The Construction Contract Documents, which form the Construction Contract between the Owner and the General Contractor, including all written modifications, amendments and change orders to the Construction Contract, the Construction Contract, 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 Contracts (Form 5370-A)", the "Construction Progress Schedule/Work Schedule" as defined in paragraph 6 of "HUD General Conditions for Construction" and in the Special Conditions of the Contract for Construction, and as amended from time to time pursuant to paragraph 6, the "Instructions to Bidders (form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Performance and Payment Bond or Bonds or other assurances of completion, the Technical Specifications and Drawings, if any, the General Contractor's Affidavit or any other affidavits, certifications or representations the General Contractor is required to execute under the Construction Contract with the CHA, MBE/WBE/DBE and Section 3 Utilization Plans and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive, and the CHA's Section 3 Policy. In the event that any provision in one of the component parts of the Construction Contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Construction Contract Documents enumerated herein contain the entire Agreement between the Owner and the General Contractor, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the General Contractor are a part of the Construction Contract Documents unless expressly stated therein.

"Construction Documents" - All of the Plans and Specifications, addenda, change orders and modifications, and all other prints, models, designs, computations, sketches, test data, photographs, renderings, plans, shop and proposal drawings, and other materials relating to, or contemplated by the Work, prepared by the CHA, the Prime Design Consultant or by any engineer, professional or professional consultant to or engaged by the Prime Design Consultant in connection with the Project.

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

"Owner"- The CHA, until such time this Agreement is assigned to the Limited Partnership.

"Owners' Representative" or "OR" - The person, firm, or entity retained by the CHA to plan, coordinate, and oversee construction management activities for the Property on behalf of the CHA.

"Plans and Specifications" - The final drawings and specifications for the Property, as amended from time to time in accordance with the Construction Contract.

"Prime Design Consultant" or "PDC" - 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 the Project. Any reference in this Agreement to specific architectural, engineering, or related disciplines shall be construed as services directed and provided by the Prime Design Consultant, whether they are performed by the Prime Design Consultant or by professionals or sub-consultants retained by the Prime Design Consultant.

"Private Property Manager" or "PPM"- the property manager for the Property.

"Project" - The comprehensive rehabilitation of 3916 W. Washington Boulevard, Fannie Emanuel Senior Apartments-Senior Housing (IL2-42A), in accordance with the Construction Contract.

"Property" - 3916 W. Washington Boulevard (High Rise) (IL2-42A); a twenty (20) story masonry building, approximately 193'-5 1/2" feet high, and the approximately 2.5 acre site at the CHA's property known as Fannie Emanuel Senior Apartments-Senior Housing (High Rise).

"Services" - The services to be performed by the Owner's Representative pursuant to this Agreement.

"Work" - The performing, furnishing and/or installing of all labor, materials and equipment necessary to be completed at the Property by the General Contractor in accordance with the Construction Contract.

ARTICLE 2. OR'S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be performed

A. Scope of Services

The services that the OR shall provide under this Agreement are described below (collectively, the "Services") with respect to the Site identified in **Exhibit I**, attached hereto and by this reference incorporated herein, specifically including management of the construction of the following:

3916 W. Washington Boulevard – Fannie Emanuel Senior Apartments (IL2-42A)- A twenty (20) story masonry building, approximately 193'-5 ½" feet high and approximate 2.5 acre site in the CHA's property known as Fannie Emanuel Senior Apartments-Senior Housing (High Rise).

The OR will provide project oversight and project management, including, but not limited to, field observation, contract documentation, construction consulting, change order facilitation and reconciliation, claim and dispute consultation, and project close out activities. Services will also include participation in all necessary meetings, telephone calls, presentations, strategic planning and coordination of engineering, architectural, and construction work among the CHA, the Owner, the Prime Design Consultant, the General Contractor, and the OR (collectively, the "Project Team") necessary to complete the specified rehabilitation at the Project, and coordination. The OR will also provide support for compliance with requirements of the HUD Rental Assistance Demonstration ("RAD") Program and other funding sources.

The CHA has contracted separately with a Prime Design Consultant to perform the evaluation, design, engineering, preparation of Construction Documents describing the Work, and the Construction Administration required for the rehabilitation activities required for the Project.

The Owner shall contract separately with the General Contractor to perform the construction work required for the construction activities at the Project pursuant to the CHA's Capital Improvement Plan and Plan for Transformation. The General Contractor shall perform Work at the Project, including, but not limited to:

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 or the most stringent of all accessibility codes, including the requirements of the Fair Housing Act Amendments of 1988 (42 U.S.C. 3604(f)) and its implementing regulations at 24 C.F.R. 100.205 ("Fair Housing Act"); Section 504 of the Rehabilitation Act of 1973 (29.U.S.C. 794) and regulations issued pursuant thereto (24 C.F.R. part 8) ("Rehabilitation Act"); the Americans with Disabilities Act (42 U.S.C. 121/01 et seq.) and its implementing regulations at 28 C.F.R. part 36 ("ADA"); and the Architectural Barriers Act of 1968, as amended (42

U.S.C. 4151) (Architectural Barriers Act”), and regulations issued pursuant thereto (24 C.F.R. part 40 and Appendix A thereto, the Uniform Federal Accessibility Standards (UFAS)); the Environmental Barriers Act (410 ILCS 25) (“Environmental Barriers Act”); the Illinois Accessibility Code (71 Ill. Admin Code 400) (“Accessibility Code”); and Chapter 18-11 of the City of Chicago Building Code.

2. Exterior Work including but not limited to:
 - (a) Providing and installing new insulated metal panel system.
 - (b) Installing new window assembly integral to panel system.
 - (c) Providing and installing new doors and hardware; performing repairs; restoration of concrete and masonry and all other building envelope features.
 - (d) Recreation room expansion.
3. Unit Construction: Install and restore all interior walls, 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 heating/cooling systems, new electrical wiring, kitchen and bath exhaust fans, devices, and light fixtures in full compliance with the Code Compliance requirements set forth in Paragraph 1 above.
4. Common Areas: Install and repair 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 toilet 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 Paragraph 1 above.
5. Mechanical/Electrical: Provide and install new VRF heating and cooling system, domestic hot water system boilers, new domestic water system including new supply and return risers, new sanitary and storm water drainage systems, and new exhaust fans and ventilators. Repair and restore all other systems in building, including the entire electrical system, fire alarm system, security systems, and the existing utility systems for water, electric and gas services; and upgrade electrical system capacity to support additional new demand.
6. Site Work: Restoration includes but is not limited to providing, installing and/or restoring new driveway, plaza, pavement and walkways, site lighting, fencing,

gardens, picnic area, landscaping, and site drainage, and ensuring ingress and egress are in full compliance with the Code Compliance requirements set forth in Paragraph 1 above.

7. Environmental: Some environmental remediation will be completed by the time of the issuance of the Notice to Proceed for this Contract. However, items specified in the Construction Contract Documents remain the responsibility of the General Contractor, including but not limited to roof materials and mechanical room stairs.

The OR will perform all Services required and provide all resources including, but not limited to, qualified professional, technical and administrative staffing and all equipment necessary to perform owner's representative services related to capital construction at the Project.

The OR will be responsible for and perform professional observation, oversight, documentation, construction consulting and coordination related to the design and construction work described in Section 2.0 1 (A) above, which work will be performed by a Prime Design Consultant and a General Contractor as determined by the Owner pursuant to its separate agreements with such Prime Design Consultant and General Contractor. The Services to be provided include the work described below for each phase of construction:

1.0 Pre-Construction Phase

Pre-Construction Phase Activities shall be performed pursuant to that Professional Services Agreement between Gilbane Building Company and the Chicago Housing Authority, dated as of July 1, 2013 (the "Professional Services Agreement").

2.0 Construction Phase

- a. Maintain a full-time project manager (the "Project Manager") to be based at the Site as the primary point of contact with the Owner, the Property Manager and other members of the Project Team. Maintain office space at the Site provided by Owner. Notwithstanding any offer or provision of office space by the Owner, OR shall bear all risk and responsibility relating to its use of any office space or facility, or any facility, trailer, space or other accommodation obtained by OR directly or arranged with the General Contractor.
- b. Serve as the central point of contact for communication with the user groups.
- c. Perform weekly inspections of work in progress at the site and provide the Owner with weekly reports of all inspections performed, including photos, site conditions, status of work complete, construction issues, and any other matters of pressing concern. This schedule may be modified in written agreement with the Owner and the CHA.

- d. Review and monitor the computerized CPM Schedule prepared by the General Contractor for the Project and make recommended revisions, if necessary. Prepare a look ahead schedule for 1, 2 and 3 months for discussion with the Owner and the General Contractor. Recommend a method for the delivery of the Project based on the Owner's and the Investor's goals and requirements.
- e. Perform a maximum of one (1) weekly review of the General Contractor's baseline and updated CPM schedule for compliance with the individual general contract milestone dates and the master CPM milestone dates using Prolog Project Planner or such other program designated by the Owner or on such schedule as modified by the Owner in writing. In instances where either actual or forecasted schedules indicates slippage and/or schedule conflicts may occur, make recommendation to the Owner as to how to remedy the schedule slippage and/or schedule conflicts.
- f. Chair, organize and coordinate weekly construction meetings for the Project with the Project Team and any specialty consultants working on the Project. In preparation for such meetings, prepare weekly agendas, scribe weekly minutes, directions and actions, and review the project schedule, submittals, scope changes, requests for information, outstanding bulletins, pending issues and field problems. Following each meeting, prepare meeting minutes and distribute to all parties in attendance within five (5) business days.
- g. Conduct meetings with representatives from the Limited Partnership, as needed, as determined by the CHA.
- h. Assist in expediting approvals and coordination of issues between federal, state and local agencies to obtain any required permits, licenses and identifying applicable fees. Ensure that the General Contractor acquires and maintains all required permits, licenses and certificates.
- i. Review and make recommendations for all contractor payment requests and submit OR-approved payment requests for approval and payment by the Owner, or return unapproved payment requests to General Contractor for correction.
- j. Establish and implement procedures for, and maintain coordination among the Owner, its residents, Property Manager, design team, General Contractor and other agencies having jurisdiction over the Project with respect to all construction aspects of the Project during the construction period.
- k. Maintain project file and electronic database of all required permits, licenses, and certificates from the General Contractor and arrange delivery of same to the Owner.
- l. Verify the coordination of all aspects of the work with any quasi-public agencies or

utility companies involved in the Project.

- m. Conduct daily site observations of the General Contractor to ensure the work on the Project is progressing on schedule and in accordance with the requirements of the Owner and the Construction Contract Documents.
- n. Notify the Owner, coordinate with related parties, and oversee all utility work, including, but not limited, to shutdowns, switchovers, etc. associated with the work.
- o. In the event that the interpretation of the meaning and intent of the Construction Contract Documents becomes necessary during construction, ascertain the PDC's interpretation and transmit such information to the General Contractor and to the Owner in a timely manner.
- p. Review and report to the Owner regarding the General Contractor's supervision, personnel and equipment and the availability of necessary materials and supplies, and make written recommendations of needed changes.
- q. Develop and establish a quality inspection control system, including written procedures and a schedule, for the purpose of endeavoring to achieve and maintain the required standards of construction and report immediately any noted deficiencies to the Owner and the Project Team, and oversee General Contractor's remedies thereto.
- r. Receive and review all shop drawings, material and all other required submittals prior to transmittal of these documents to the PDC. Requests for approval of subcontractors, suppliers, delivery schedules, material lists, shop drawings, samples, and the like will be commented upon and submitted to the Owner for concurrence.
- s. Monitor and implement the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work.
- t. Establish and maintain on the Site a complete file of all Construction Contract Documents, addenda, bulletins, scope changes, approved shop drawings, material samples and change orders.
- u. Receive and review all change order requests from the General Contractor. Review unit prices, time and material changes and similar items. Submit recommendations, including cost analysis validations in accordance with HUD regulations, to the Owner for approval.
- v. Review all scope changes proposed by the Owner, and/or the Project Team and make recommendations regarding practicality, cost, effect on completion schedule and risk to the Project.

- w. Maintain a database of requests for change orders required by field conditions and other unforeseen conditions and submit such requests to the Owner and, if requested by the Owner, to the Investor and HUD, for approval prior to instituting any changes to the requirements of the Construction Contract Documents.
- x. Prepare and submit, or cause to be submitted, any reports, forms or documentation required by the Limited Partnership, tax credit Investor, the RAD Program, or other funding sources, in accordance with their respective requirements.
- y. Assist in ensuring compliance with any Project or construction milestones of the Owner and the Investor that directly impact the delivery of the projected tax credit benefits, which further directly impact the funding of the equity.
- z. Assist the Owner with punch list preparation, project turnover, and final project acceptance.

3.0 Close-Out Phase

- a. Ensure the assembly, completeness, organization and delivery of all close out documents including, but not limited to, all project manuals, "as built drawings," and Project records provided by other members of the Project Team, and provide all of the foregoing to the Prime Design Consultant for preparation of record drawings and production of the final Project closeout record file. Gather, review and deliver to the Owner the final Project closeout record file.
- b. Assist and coordinate start-up and orientation of site maintenance and property management staff with new mechanical, electrical, plumbing and fire protection systems in the building.
- c. Participate in preparation of punch-lists detailing the remaining work to be completed. Coordinate completion of such work. Determine the value of any remaining, incorrect and/or deficient work.
- d. Coordinate the changes of residents' utilities related to resident relocations.
- e. Work with the Owner, the Prime Design Consultant, the General Contractor and the Private Property Manager in the performance and completion of the Project closeout process, pursuant to the Owner's instructions and criteria.
- f. Conduct a comprehensive final inspection of the Project to verify that the completed Work is consistent with the scope and specifications set forth in the Construction Contract Documents.

- g. Coordinate final disbursements of funds, holdbacks, and related matters and items.
- h. Assist the Private Property Manager for the Property in identifying compliance issues.
- i. Ensure that remediation as described in the Remedial Action Plan is completed. This work will be done in coordination with the environmental consultant assigned to perform remediation oversight.

4.0 Additional Services

The OR shall not perform any services for the Project other than those described in Article 2 (and other than those Pre-Construction Phase Services performed pursuant to the Professional Services Agreement) without first obtaining written approval from the Owner, which approval must be reflected in a written amendment to this Agreement between the OR and the Owner and must reflect the parties' agreement regarding an equitable price for such additional services.

5.0 Policies and Procedures

The OR shall adhere to the following internal policies and procedures of the CHA and Owner regarding:

- a. Interaction with City, State and Federal Governmental Agencies (i.e., City of Chicago Department of Buildings, HUD);
- b. Payment process (invoice routing, etc.);
- c. Bidding and procurement process;
- d. Contract modification process;
- e. Board of Commissioners process; and
- f. General policies and procedures surrounding Asset Management, Private Property Management, and the CHA's Local Advisory Councils (LAC).

6.0 Miscellaneous

- a. The OR shall consult with the Owner, the resident leadership as necessary, and the Private Property Manager in order to review the goals and the requirements of the Owner and any necessary phasing of construction and rehabilitation for the Project.

- b. The OR shall provide qualified professional, technical and administrative staffing, including vehicles.
- c. In connection with the Project, the OR shall also participate in all meetings, telephone calls, presentations and working sessions required by the Owner, and shall coordinate all design and engineering, construction and rehabilitation work with the Owner and the General Contractor, as deemed appropriate by the Owner.
- d. The OR shall not be responsible for the procurement of trades, General Contractors or subcontractors, materials suppliers, etc.
- e. The OR shall also provide sufficient personnel to carry out field supervision, project documentation, and administration of the required Services for the Project, as well as problem resolution regarding construction issues characteristic of the Project.

7.0 Deliverables

- a. The OR shall provide as part of the Services certain deliverables, which will be adequate to maintain the OR's various responsibilities for the Project.
- b. In performing the Services, the OR shall prepare and/or provide certain deliverables consisting of work product from performance of the Services that include, but are not limited to, documents, data, studies, reports, schedules, surveys, inspections, recommendations, approvals, findings or information, photographs, descriptive graphics in any form prepared or assembled either in hard copy or on compact disc and as further described in this subsection 7.0 of Section 2.01 A. (hereinafter, collectively "Deliverables").
- c. The Owner reserves the right to reject Deliverables which in the reasonable judgment of the Owner do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, or do not include all documents specified in this Agreement, or all documents reasonably necessary for the purposes for which the Owner made this Agreement with the OR. The Owner will notify the OR in writing of any deficiencies the Owner may identify involving a Deliverable.
- d. Partial or incomplete Deliverables may be accepted for review only when required for specific purpose and when consented to in advance by the Owner. Such Deliverables may not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables shall in no way relieve the OR of its commitments hereunder.
- e. The OR shall also furnish, within five (5) business days after the end of each month,

a report indicating the progress that was made on all pending projects for the previous month. The form and content of such report will be mutually determined by the Owner and the OR.

- f. Deliverables may include reports as listed in this Scope of Services, schedules, photographs, descriptive graphics as required, records, surveys, inspections, recommendations, approvals and "due diligence" documents.
- g. Reports, studies, surveys, property inspections, recommendations and similar documents will be provided in written and bound form with photographic documentation and graphics adequate for the use intended. All reports will be submitted in triplicate, with original quality graphics.
- h. The OR shall provide the Services in accordance with the performance standards set forth in Section 2.02 of this Agreement.

Section 2.02 Performance Standards

The OR shall perform all services required under this Agreement with the degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the services to be provided under this Agreement. The OR shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. The OR agrees that in performing the Services in a satisfactory manner, including responding quickly to Owner's needs, the OR shall return all telephone calls and respond to all electronic mail within one (1) business day.

The OR shall at all times act in the best interests of the Owner consistent with its professional obligations assumed by it in entering into this Agreement.

Section 2.03 Key Personnel

The OR's personnel who will be providing Services under this Agreement shall be under the supervision of the key personnel identified in **Exhibit II** attached hereto and incorporated herein. The OR retains the right to substitute key personnel for reasonable cause. Notwithstanding, Owner shall have the right to approve such key personnel staff changes and all other personnel staffing changes affecting the Project; said approval shall not be unreasonably withheld. The Owner shall have the right to request changes of key personnel.

Section 2.04 Non-Discrimination

The OR 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. The OR shall comply with Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e 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) and as supplemented in Department of Labor Regulations 41 CFR Chapter 60; Age Discrimination Act, 42 U.S.C. sec. 6101- 6107 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Act, 42 U.S.C. Sec. 3601 et seq. (1988); Americans with Disabilities Act of 1990, 42 U.S.C. §12101; as supplemented by 41 C.F.R. Part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/2-101 et seq. as amended and regulations promulgated in accordance therewith, including but not limited to the Illinois Equal Employment Opportunity Clause, Ill. Admin. Code Tit. 44 §750 Appendix A (**Exhibit III**); Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; the Chicago Human Rights Ordinance, §2-160-010 et seq. of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, § 5-8-010 et seq. of the Municipal Code of Chicago, as amended. In addition, the OR must furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 2.05 Section 3 and MBE/WBE/DBE Participation and Requirements

- A. Section 3 – Compliance:** The CHA has determined that this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development 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

- a. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this

Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- c. The OR agrees to send to each labor organization or representative of workers with which the OR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The OR 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 OR will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the OR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

2. Section 3 Compliance Goals

- a. Vendors 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:

- (i) 51 percent or more owned by section 3 residents; or
- (ii) 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

- (iii) 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."

- b. Vendor 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.
- c. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.
- d. Vendors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

3. Documenting and Reporting

- a. OR agrees to comply with the above Section 3 requirements in accordance with the OR's Section 3 Utilization Plan, which shall be prepared by the OR and agreed to by CHA. CHA shall not be required to agree to the OR's Utilization Plan until the OR meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 requirements as may be required. OR's Section 3 Utilization Plan is attached hereto as **Exhibit IV** and is incorporated by reference herein.
- b. The OR and its subcontractors shall provide all required compliance data with respect to OR's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The OR 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 OR shall also be

responsible for ensuring that all subcontractors complete all requested items with complete and accurate information and that their contact information is current.

4. Flowdown

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

B. MBE/WBE/DBE Compliance. OR agrees to comply with the CHA's Minority and Women Disadvantaged Business Enterprise ("MBE/WBE/DBE") requirements in accordance with the OR's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit V and incorporated by reference herein, and to otherwise comply with the CHA's MBE/WBE Policy.

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

The foregoing shall modify and supplement the terms of Section 15 of the COC Agreement as applied to this Agreement.

Section 2.06 HUD's General Conditions for Non-Construction Contracts

HUD's General Conditions for Non-Construction Contracts (HUD form 5370-C) ("General Conditions"), are attached hereto as Exhibit VI and incorporated by reference as if fully set forth herein. 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.

Section 2.07 Ownership of Documents; Records and Reports

- A. All Deliverables and all other information in any form prepared or assembled by, encountered by or provided to the OR under this Agreement are the property of the Owner. During the performance of its Services, the OR shall be responsible for any loss or damage to such Deliverables or other information while in the OR's possession and shall restore any lost or damaged Deliverables and other information at the OR's sole cost and expense.
- B. The OR shall maintain its books and records and adopt a system of accounting in accordance with generally accepted accounting principles and practices to properly reflect

all costs of whatever nature claimed to have been incurred or anticipated to be incurred in connection with the OR's performance under this Agreement. In addition, the OR shall keep such books and records in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the Owner, HUD, the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least five (5) years after the final payment is made and all other pending matters are closed in connection with this Agreement.

Section 2.08 Audit Requirement

The Owner retains an irrevocable right to independently or, through a third party, audit the OR's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the OR.

Section 2.09 Confidentiality and Organizational Conflicts of Interest

A. Confidentiality

1. The OR agrees that all Deliverables, reports, documents and information prepared, assembled, received or encountered by the OR pursuant to this Agreement ("Confidential Information") are to remain confidential and are to be used solely for the purposes of meeting the objectives of this Agreement. The OR agrees that such Confidential Information shall not be made available to any individual or organization other than the Owner, CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the Owner. In the event the OR is presented with a subpoena or such other third party request regarding such Confidential Information which may be in the OR's possession by reason of this Agreement, the OR must immediately give notice to the CHA's Chief Executive Officer and General Counsel with the understanding that the CHA will have the opportunity to contest, on behalf of the Owner, such process by any means available to it before the Confidential Information is submitted to a court or other third party. The OR, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.
2. The OR will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 1 above), without Owner and CHA's prior consent, disclose to any person the fact that the Confidential Information exists or has been made available, that any transaction with the Owner and/or CHA is being considered, or that discussions or negotiations are taking or have taken place concerning any such transaction with the Owner and/or CHA or any term, condition or other fact relating to such a transaction or such discussions or negotiations,

including, without limitation, the status thereof.

3. Upon expiration or termination of this Agreement, the OR will (a) promptly deliver to the CHA at OR's own expense all written copies of Confidential Information in OR's possession, and (b) promptly destroy all copies of electronic and other forms of Confidential Information in OR's possession and, if required by the CHA, confirm such destruction to the CHA. All Confidential Information will continue to be subject to the terms of this confidentiality provision.
4. The OR acknowledges that remedies at law may be inadequate to protect the Owner and/or the CHA against any actual or threatened breach of this confidentiality provision by OR and without prejudice to any other rights and remedies otherwise available to the Owner and/or CHA, OR agrees to the granting of injunctive relief in Owner and/or the CHA's favor without proof of actual damages. In the event of litigation relating to this confidentiality provision, if a court of competent jurisdiction determines in a final, non-appealable order that this confidentiality provision has been breached by OR, then OR will reimburse the Owner and the CHA for costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred in connection with all such litigation.

B. Organizational Conflicts of Interest

1. The OR warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature of work under a CHA contract and an OR's organizational, financial, contractual or other interests are such that:
 - (a) Award of the contract may result in an unfair competitive advantage; or
 - (b) The OR's objectivity in performing the contract work may be impaired.
2. The OR agrees that if after award it discovers an organizational conflict of interest with respect to this Agreement, OR shall make an immediate and full disclosure in writing to the CHA's Contracting Officer which shall include a description of the action which the OR has taken or intends to take to eliminate or neutralize the conflict. The Owner or CHA may, however, terminate this Agreement for convenience if it would be in the best interest of the Owner or CHA.
3. In the event the OR was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the CHA's Contracting Officer, the Owner or CHA may terminate the contract for default.

C. Public Statements

The OR shall not make any news release, public announcement, denial or confirmation with respect to any aspect of the subject matter of this Agreement or any Project without the Owner or CHA's prior approval.

Section 2.10 Subcontracts and Assignments

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

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

Section 2.11 Patents and Copyrights

To the extent applicable, the Owner and/or the CHA reserve an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for the Owner, the CHA or HUD purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any rights of copyright or patent of which the OR purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.12 Religious Activities

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

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

Section 2.13 Drug-Free Workplace

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

Section 2.14 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither the Owner, nor the CHA, nor the OR shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

Section 2.15 CHA Inspector General

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

Section 2.16 Compliance with CHA Policies

The OR shall comply with the applicable provisions of all CHA policies including, but not limited to:

- Ethics Policy
- Local Transportation & Mileage Reimbursement Policy
- CHA Travel Guidelines
- General Business Expense Policy

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall be effective as of December 21, 2015, and shall continue for fifteen (15) months from the date of the issuance of the Notice to Proceed to the General Contractor or until the OR's Services, including Project close-out, are complete under this Agreement, whichever occurs later.

ARTICLE 4. COMPENSATION AND PAYMENT

Section 4.01 Compensation

The OR shall be compensated for the Project in the firm fixed fee amount of **Three Hundred Sixty Eight Thousand Four Hundred and 00/100 Dollars (\$368,400.00)** as referenced in **Exhibit I** to this Agreement (the "Total Project Fee"). Total Project Fee shall be earned and paid in the following manner for the Project from the Construction through the Close-Out Phase.

- 90% of the Total Project Fee during the Construction Phase ("Construction Period Fee");
- 10% of the Total Project Fee for the completion of Services for the Close-Out Phase ("Close-Out Fee").

The OR agrees that, except for contractually authorized changes to the scope and duration of the project executed pursuant to the terms of this Agreement, it shall not be entitled to more than the Total Project Fee amount to completely perform all the Services required for the Project under this Agreement during construction and through final Close-Out of the Project. The OR recognizes its affirmative duty to monitor its performance and billings to ensure that the scope of work for the Project is completed within the Total Project Fee amount to the extent possible. It is mutually understood and agreed by the parties that the above agreed upon Total Project Fee, which includes all reimbursable expenses, is the only compensation provided for in the agreement and there will be no additional costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement in accordance with Section 9.03 authorizing said additional work or expenses. Notwithstanding the foregoing, nothing in this paragraph shall preclude OR's request for, and the issuance of, a contract amendment in accordance with Section 9.03 to provide compensation for additional services.

Section 4.02 Billing and Payment

The OR shall bill the Owner for the Project as follows:

- Construction Phase Fees will be billed monthly and in equal installments over the projected Construction Phase Period.
- Close-Out Fees will be billed upon completion of the Close-Out Phase of the Project.

The Owner will make its commercially reasonable efforts to make payment for services rendered under this Agreement within thirty (30) days after receipt and approval of invoices, which are to be submitted to the Owner detailing (1) the Services performed by the OR and any subcontractors during the invoiced time period; (2) the names or titles of individuals responsible for the work; (3) to the extent required by CHA Policy, HUD Rules and Regulations, or as Owner shall reasonably request, any other requested or required information. All invoices shall be subject to

review and approval by the Owner. The OR shall furnish such supporting documents and additional information as may be required by Owner to approve each invoice. The OR's invoice shall include year-to-date. The OR shall not be entitled to receive payment unless an invoice relating to such payment is first submitted to and approved by the Owner. If the Owner objects to all or any portion of any invoice, it shall notify the OR of its objection in writing and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the Owner may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. All disputes regarding invoices shall be handled in accordance with the provisions of Article 5 herein.

Invoice payments shall be made through the construction draw process and shall require review and approval of lenders and investors. Payments shall be made by Greater Illinois Title Company (the "Escrow Agent") pursuant to a Construction Disbursement and Escrow Agreement between General Contractor, Owner, and Escrow Agent.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to: (1) availability of federal funds from HUD, (2) the approval of funding by the CHA's Board of Commissioners, and (3) the OR's satisfactory performance of this Agreement. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period during the term of this Agreement, then the Owner or CHA may notify the OR of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

ARTICLE 5. DISPUTES

In the event of a dispute between the Owner and the OR involving this Agreement, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to CHA's Director of Procurement and Contracts (the CHA's "Contracting Officer") who shall, with reasonable promptness, render a decision concerning the dispute submitted. Unless the OR, within thirty (30) days after receipt of the decision, shall notify the CHA's Contracting Officer in writing that it takes exception to the decision, the decision of the CHA's Contracting Officer shall be final and binding. Provided the OR has given written notice within the time stated and has brought suit against the Owner or CHA not later than one year after the OR has received notice of the decision of the CHA's Contracting Officer, then the decision of the CHA's Contracting Officer shall not be final and the dispute shall be determined on the merits by a court of competent jurisdiction.

ARTICLE 6. RISK MANAGEMENT AND INDEMNIFICATION

Section 6.01 Insurance

Prior to the commencement of this Agreement, the OR shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below in order to protect the Owner and the CHA from the acts, omissions, and negligence of the OR, its officers officials, subcontractors, joint ventures, partners, agents or employees among other things. The insurance carriers used by the OR must be authorized/licensed to conduct business in the State of Illinois, and shall have a BEST rating of not less than "A-". The insurance provided shall cover all operations under this Agreement, whether performed by the OR or by its subcontractors, joint ventures, partners, agents, officers or employees. These insurance requirements are subject to change, pursuant to the requirements of the Owner, CHA or Investor.

A. Required Insurance Coverage

1. Worker's Compensation and Occupational Disease Insurance

Worker's Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois along with Employer's Liability, Coverage B, in an amount not less than \$500,000/\$500,000/\$500,000.

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

Commercial and 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 OR, its officers, employees, agents, subcontractors, invitees and guests and their personal property. The Owner and/or the CHA is to be endorsed as an additional insured on the OR's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Owner and/or the CHA.

3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in conjunction with the services to be performed, the OR shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The

Owner and/or the CHA is to be endorsed as an additional insured on the OR's policy and such insurance will be endorsed as primary and non-contributory with any insurance available to the Owner and/or the CHA.

4. Professional Liability

When any architects, engineers, construction managers, property managers or other professionals perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5. Excess Liability

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

B. Related Requirements

The OR shall advise all insurers of the contract provisions regarding insurance. The failure of the OR to notify insurers of the contract provisions shall not relieve OR from its insurance obligations under this Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of the contract and the Owner and/or the CHA retains the right to stop work until proper evidence of insurance is provided.

The OR shall furnish the Chicago Housing Authority, Department of Procurement and Contracts, 60 E. Van Buren Street, 13th Fl., Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of this Agreement. In addition, copies of the endorsement(s) adding the Owner and/or the CHA to OR's policy as an additional insured are required. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE OR's COMMENCING WORK UNDER THIS AGREEMENT. Renewal Certificates of Insurance, requested or required endorsements or such similar evidence, are to be received by the Department of Procurement and Contracts prior to the expiration or renewal date occurring during the term of this Agreement or extensions thereof.

At the Owner's option, non-compliance will result in one or more of the following actions: (1) The Owner will purchase insurance on behalf of the OR and will charge back all costs to the OR; (2) OR will be immediately removed from Owner's property and this Agreement terminated for default; (3) all payments due the OR will be held until the OR has complied with this Agreement; or (4) the OR will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance.

The receipt of any certificates does not constitute agreement by the Owner and/or the CHA that

the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the Owner in the event coverage is substantially changed, canceled or non-renewed.

If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The OR shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by OR. The OR shall provide to the Owner, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the OR shall provide the Owner a ninety (90) day notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal.

The OR shall require all subcontractors to carry the insurance required herein or the OR 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 the Owner.

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

Section 6.02 Indemnification

The OR agrees to protect, defend, indemnify, keep safe, and hold the Owner, CHA, their respective officers, officials, and employees free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, reasonable costs, charges, professional fees (including reasonable attorney's fees) or other reasonable 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") to the extent arising directly or indirectly out of OR's performance of or OR's obligations under this Agreement and/or the acts and omissions of the OR, its officers, agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The OR 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 the costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The Owner and the CHA shall have the right, at its option and at OR's reasonable expense, to participate in the defense of any suit, without relieving the OR of any of its obligations under this indemnity provision. If the OR objects to proposed or anticipated expenses as "unreasonable", the OR may note these objections and provide its defense under a reservation of rights. The OR expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the Owner and the CHA free and harmless are separate from and not limited by the OR'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. The obligations of the OR under this Article 6 shall not extend to the liability of the PDC, the PDC's consultants, and agents and employees of any of them for acts not arising directly or indirectly out of OR's direction of the PDC or OR's performance of or OR's obligations under this Agreement.

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

Section 7.01 Events of Default Defined

Each of the following shall constitute an event of default of OR:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by OR to the Owner.
- B. The OR's failure to perform any of its obligations under this Agreement including, but not limited to, the following:
 - 1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services or due to reasons or circumstances within the OR's reasonable control;
 - 2. Failure to meet any of the performance standards set forth in this Agreement;
 - 3. Failure to perform Services in a manner satisfactory to the Owner, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - 4. Failure to promptly re-perform, within a reasonable time, Services/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, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and non-discrimination; 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 OR without the prior written approval of the Owner, which written approval shall not be unreasonably withheld.
- D. The OR's default under any other agreement it may presently have or may enter into with the Owner during this Agreement. The OR acknowledges and agrees that in the event of a default under this Agreement the Owner may also declare a default under any such other agreements.

Section 7.02 Remedies

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

- A. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the Owner.
- B. The right to pursue any and all remedies, legal and/or equitable, available to the Owner.
- C. The right to withhold all or any part of OR's compensation hereunder with respect to Services not completed in accordance with the terms hereof.
- D. The right to deem OR non-responsible in future contracts to be awarded by the CHA.

If the Owner considers it to be in its best interest, 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 Owner and that if the Owner permits OR to continue to provide the Services despite one or

more events of default, the OR shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement, nor shall the Owner waive or relinquish any of its rights.

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

Section 7.03 Termination for Convenience

The Owner may terminate for convenience this Agreement or any portion of the Services at any time by a notice in writing from the Owner to the OR when the Agreement or such Services are deemed by the Owner to be no longer in its best interest. The OR shall continue to render the Services until the effective date of termination. No costs incurred by the OR after the effective date of the termination shall be allowed. Subject to performance within the requisite performance standards and audits of invoices as set forth above, the Owner shall pay to the OR, on a pro-rata basis, fees incurred for Services rendered through the date of termination. This Section 7.03 is not subject to Article 5 of this Agreement.

If the Owner's election to terminate this Agreement for default pursuant to Section 7.02 hereof is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination shall be deemed to be a termination for convenience pursuant to this Section 7.03.

The Contractor shall flow-down the provisions of this Section 7.03 in all of its contracts with subcontractors, if any.

Section 7.04 Suspension

The Owner may at any time request that the OR suspend its Services, or any part thereof, by giving ten (10) days prior written notice to the OR or upon no notice in the event of an emergency. No costs incurred after the effective date of such suspension shall be allowed. The OR shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the Owner.

Section 7.05 No Damages for Delay

The OR agrees that it shall make no claims against the Owner or the CHA for damages, charges, additional costs or fees incurred by reason of delays or suspension of work caused by the Owner or the CHA in the performance of its obligations under this Agreement. The OR's sole and

exclusive remedy for delays or suspension of work caused by the Owner or the CHA is an extension of time equal to the duration of the delay or suspension to allow the OR to perform its obligation under this Agreement. Notwithstanding the provisions of this paragraph, OR may apply for contractual amendments or change orders to address any Owner or General Contractor caused changes to the cost or time for OR's work, and Owner and CHA shall not unreasonably withhold such modifications.

Section 7.06 Right to Offset

To the extent permitted by applicable law:

- A. In connection with performance under the Agreement, Owner may offset any incremental costs and other damages Owner incurs in any and all of the following circumstances:
 - i. If the Owner terminates the Agreement for default or any other reason resulting from the OR's performance or non-performance;
 - ii. If the Owner exercises any of its remedies under Section 7.02 of the Agreement;
 - iii. If the Owner has any credits due or has made any overpayments under the Agreement.

The Owner may offset these incremental costs and any other damages by use of any payment due for Services completed before the Owner terminated the Agreement or before the Owner exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, the OR shall be liable for and must promptly remit to the Owner 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 Owner.

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

ARTICLE 8. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, the OR warrants and represents:

- A. That it is financially solvent and that it and each of its employees, agents, and subcontractors of any tier are competent to perform the Services required under this Agreement; and that the OR is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; that the OR's execution and performance of this Agreement is not prohibited by, or in conflict with any other agreement or obligation of the OR;
- B. That no officer, agent or employee of the Owner or the CHA is employed by OR 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 OR to any employee of the CHA, or by or on behalf of any subcontractors to the OR or anyone associated therewith as an inducement for the award of a subcontract or order. The OR further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be void;
- C. That OR shall not knowingly use the services of any ineligible contractor or consultant for any purpose in the performance of its Services under this Agreement;
- D. That the OR and its subcontractors, if any, are not in default at the time of the execution of this Agreement, and have not, within five (5) years immediately preceding the date of this Agreement, been deemed non-responsible by the CHA's Contracting Officer or been found to be in default on any contract awarded by the CHA and/or HUD;
- E. That the OR has carefully examined and analyzed the provisions and requirements of this Agreement and that it understands the nature of the Services required;
- F. 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 Owner or the CHA, its officials, agents, or employees, has induced the OR to enter into this Agreement or has been relied upon by the OR;
- G. That the Contractor and, to the best of its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a) (2) and other Federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; and the CHA's Ethics Policy, as amended, and during the term of the Agreement will not violate the provisions of such laws and policies.
- H. That the OR has disclosed any and all relevant information to the CHA and the Owner and the OR 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.

- I. That the OR is a duly authorized and validly existing corporation under the laws of the State of Rhode Island and has and will continue to have at all times during the term of this Agreement, all licenses necessary to render the Services required hereunder.
- J. That the OR has the power and authority to enter into and perform all of its obligations under this Agreement, and that this Agreement, when executed will constitute the duly authorized, valid and legally binding obligation of the OR.

Section 8.02 Joint and Several Liability

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

Section 8.03 Business Documents and OR's Affidavit

The OR shall provide the Owner with evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. The Contractor's Affidavit (**Exhibit VII**), Contractor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) (**Exhibit VIII**) and Equal Opportunity Certificate (**Exhibit IX**) are attached hereto and incorporated by reference as if fully set forth herein. The Contractor shall at all times comply with, and be in compliance with the Contractor's Affidavit, Contractor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate.

Section 8.04 Conflict of Interest

- A. No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit to arise from it.
- B. The OR covenants that it and its officers, directors, employees, or sub-contractors presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the

Services hereunder. The OR further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The OR agrees that if the CHA determines that any of OR's services for others conflict with the Services that the OR is to render for the Owner under this Agreement, OR shall terminate such other services immediately upon request of the Owner.

- C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 2 C.F.R. §200.318 (c), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- D. Furthermore, the OR represents that it currently is and will remain in compliance with Federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.
- E. At the time the Project Specifications and Drawings are delivered to the CHA, the OR shall submit a certificate stating any interest, direct or indirect, which it or its associates may have in a proprietary system of construction, a patented building design, or a business or industry that manufactures materials that are shown as specified for the Project.

Section 8.05 Non-Liability of Public Officials

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

Section 8.06 Independent Contractor

The OR shall perform under this Agreement as an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of the CHA or the Owner. Neither CHA nor Owner will incur any liability as the result of the OR's actions. OR and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors and shall not represent to any third party that they are an employee, agent, covenantor, or representative of the CHA or of Owner. The CHA or Owner shall not be obligated to withhold

any funds from OR for tax or other governmental purposes, with respect to its employees, agents, representatives or subcontractors. OR 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.

Section 8.07 No Third Party Beneficiaries

Nothing contained in the Agreement shall create a contractual relationship with a third party, a cause of action in favor of a third party, or any third party beneficiary rights with respect to either the Owner, the CHA or the OR.

ARTICLE 9. GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement and the Exhibits attached hereto and incorporated herein shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and no other warranties, covenants, conditions, promises or interpretations shall be implied between the parties that are not set forth herein. In the event of an inconsistency between the terms and conditions of this Agreement and any such Exhibit, the terms and conditions of this Agreement shall control.

Section 9.02 Counterparts

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

Section 9.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the OR and by the Owner. The Owner and the CHA shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

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

Section 9.04 Compliance with All Laws and Regulations

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

Section 9.05 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 enforcement of this Agreement.

Section 9.06 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.

Section 9.07 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The OR 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 OR agrees that service of process on the OR may be made, at the option of the Owner, either by registered or certified mail addressed to the applicable office as provided for in this Agreement and to the office actually maintained by the OR, or by personal delivery on any managing partner, partners and principals of the OR. If the OR brings any action against the Owner or the CHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.08 Interpretation

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

Section 9.09 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 9.10 Cooperation

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

Section 9.11 Waiver

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

Section 9.12 Flow-Down Provisions

The OR shall flow down the following provisions of the Agreement and General Conditions to its contracts with subcontractors: Section 2.04, Section 2.05, Section 2.06, Section 2.07, Section 2.08, Section 2.09, Section 2.10, Section 2.11, Section 2.12, Section 2.13, Section 2.14, Section 2.15, Section 2.16, Section 7.02, Section 7.03, Section 7.04, and Section 9.04 of the Agreement and paragraph numbers 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21 and 22 of the General Conditions.

ARTICLE 10. COMMUNICATION AND NOTICES

Section 10.01 Communication between the Parties

Except as otherwise required by Section 10.02, all verbal and written communication, including required reports and submissions between the OR and the Owner shall be through the CHA Development Manager as designated by the Owner. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing the U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

Any notices sent to the OR shall be sent by messenger, or mailed by certified mail, return receipt requested, postage prepaid, or sent by overnight mail by a nationally recognized carrier, or sent by facsimile, provided another approved method is used, and provided further that a receipt of successful facsimile transmission is received by the sender, to:

Gilbane Building Company
8550 West Bryn Mawr Avenue, Suite 500
Chicago, Illinois 60631
Attention: Thomas Fallon

Notices sent to the Owner shall be sent by messenger, or mailed by certified mail, return receipt requested, postage prepaid, or sent by overnight mail by a nationally recognized carrier, or sent by facsimile, provided another approved method is used, and provided further that a receipt of successful facsimile transmission is received by the sender, to:

Chicago Housing Authority
Department of Procurement and Contracts
60 E. Van Buren St., 13th Floor
Chicago, Illinois 60605
Attn: Deputy Chief Procurement Officer

and to: Chicago Housing Authority
60 E. Van Buren St., 10th Floor
Chicago, Illinois 60605
Attn: Office of Development Management

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

The address of any party hereto for purposes of this provision may be changed by a notice in writing given in accordance with the provisions hereof.

ARTICLE 11. AUTHORITY

Section 11.01 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.

Section 11.02 OR's Authority

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

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

IN WITNESS WHEREOF, the CHA and the OR have executed and caused this Agreement to become effective as of December 21, 2015.

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens
Dionna Brookens
Deputy Chief Procurement Officer

GILBANE BUILDING COMPANY

By: Adam R. Selew
Name: Adam R. Selew
Title: Senior Vice President

Approved as to form and legality by the
CHICAGO HOUSING AUTHORITY
Office of the General Counsel

By: _____
LaRue Little
Deputy General Counsel

IN WITNESS WHEREOF, the **CHA** and the **OR** have executed and caused this Agreement to become effective as of December 21, 2015.

CHICAGO HOUSING AUTHORITY

By: *Dionna Brookens*
Dionna Brookens
Deputy Chief Procurement Officer

GILBANE BUILDING COMPANY

By: _____
Name: _____
Title: _____

Approved as to form and legality by the
CHICAGO HOUSING AUTHORITY
Office of the General Counsel

By: *LaRue Little*
LaRue Little
Deputy General Counsel