

CONTRACT NO. 11659

**AGREEMENT FOR
SCREENING SERVICES**

BETWEEN

SCREENING REPORTS, INC.

AND

CHICAGO HOUSING AUTHORITY

TABLE OF CONTENTS

ARTICLE 1.	Incorporation of Recitals	
ARTICLE 2.	Contractor's Duties and Responsibilities	
2.01	Services to be performed; Scope of Service	
2.02	Standards of performance	
2.03	Key personnel	
2.04	Non Discrimination.....	
2.05	MBE/WBE and Section 3 Compliance.....	
2.06	Ownership	
2.07	Audit Requirements	
2.08	Confidentiality	
2.09	Subcontracts	
2.10	Patents and Copyrights	
2.11	Religious Activities.....	
2.12	Drug-Free Workplace	
2.13	Force Majeure	
2.14	Inspector General	
ARTICLE 3	Term of Agreement.....	
3.01	Term of Agreement.....	
3.02	Contract Extension Option(s).....	
ARTICLE 4	Funding and Payment	
4.01	Compensation	
4.02	Payment.....	
4.03	Non Appropriation	
ARTICLE 5.	Disputes.....	
ARTICLE 6.	Risk Management and Idemnification	
6.01	Insurance	
6.02	Indemnification	
6.03	Retention of Rights	
ARTICLE 7.	Events, Remedies, Termination	
7.01	Events of Default Defined	
7.02	Remedies.....	
7.03	Termination for Convenience	
7.04	Suspension	
7.05	No Damages for Delays	
ARTICLE 8.	Warranties Representations and Special Conditions	
8.01	Warranties and Representations.....	

8.02	Joint and Several Liability
8.03	Business Documents
8.04	Conflict of Interest
8.05	Independent Contractor.....
ARTICLE 9.	General Conditions
9.01	Entire Agreement
9.02	Counterparts
9.03	Amendments
9.04	Compliance with all Laws
9.05	Compliance with HUD Regulation
9.05	Governing Laws
9.06	Severability
9.07	Interpretation.....
9.08	Assigns
9.09	Cooperation.....
9.10	Waiver.....
ARTICLE 10	Communication and Notices.....
10.01	Communication between parties.....
10.02	Notices
ARTICLE 11	Authority
11.01	CHA's Authority.....
11.02	Contractor's Authority

Exhibits

Exhibit I	Request for Proposal No. 107 (2015)
Exhibit II	Contractor's Proposal
Exhibit III	Contractor's Best and Final Fee Proposal
Exhibit IV	Contractor's MBE/WBE/DBE Utilization Plan and Section 3 Opportunities Plan
Exhibit V	Contractor's Affidavit
Exhibit VI	Bureau Compliance

AGREEMENT

THIS AGREEMENT FOR SCREENING SERVICES ("Agreement") is entered into and effective as of October 1, 2015, by and between the CHICAGO HOUSING AUTHORITY ("CHA"), an Illinois municipal corporation with its main offices located at 60 East Van Buren Blvd., Chicago, IL 60605, and SCREENING REPORTS, INC. (the "Contractor"), an Illinois corporation authorized to conduct business in the State of Illinois, with offices located at 220 Gerry Drive, Wood Dale, IL 60191.

RECITALS

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

WHEREAS, the CHA is in need of tenant and rental screening services to perform criminal and credit background checks and employment verifications including, without limitation, those in the form of Consumer Reports as defined in the federal Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) ("FCRA"), as it exists or is hereafter amended to reduce damage to its property and reduce landlord related risks, improve occupancy rates, decrease late payments and eliminate criminal activity;

WHEREAS, the CHA desires to retain a consultant to provide services to the CHA for provision of screening services, the CHA issued Request for Proposal NO. 107 (2015) (the "RFP") on or about April 9, 2015, which is attached hereto as Exhibit I and incorporated by reference as if fully set forth therein;

WHEREAS, the Contractor submitted its originally proposal (Exhibit II) dated on or about May 13, 2015, (hereinafter the "Proposal" as initially submitted and thereafter amended through Contractor's Best and Final Offer dated on or about July 1, 2015) ,which is attached hereto as Exhibit III, indicating it was ready, willing and able to provide the requested services set forth in the RFP;

WHEREAS, Contractor is ready, willing and able to provide the requested tenant screening services; and

WHEREAS, the CHA and the Contractor desire to enter into this Agreement to provide the professional services of the Contractor as more specifically provided herein.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and the Contractor do hereby 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.

ARTICLE 2 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Services

The Contractor shall provide services including, but not limited to, conducting criminal, credit, landlord and other background checks. The Contractor must identify any criminal and credit issues that are in conflict with the CHA's policies and will allow the CHA to determine if a family or individual can occupy a CHA unit. In furtherance thereof, the Contractor shall provide professional services under this Agreement to help the CHA screen approximately those individuals, households and landlords contemplated herein as further described in this Article 2 (collectively, the "Services").

These background checks are conducted based on CHA's policies and/or HUD regulations for both the CHA's Occupancy Control Department and the Housing Choice Voucher Program. Below are some examples for which background checks are conducted:

- A. **New Admissions:** All adults 18 years and older, on an application who request to become a part of a CHA household or for admission into the HCV program.
- B. **CHA Residents and HCV participants Making Changes to their Household OR Moving to Another CHA Unit (i.e. Lease Additions, Residuals, Live-in-Aides, Transfers, and Split-Transfers):** The CHA must conduct criminal and credit background checks for:
 - 1. All adults requesting to be added to a household and lease, referred to herein as "Lease Addition Requests";
 - 2. All Live-in-Aides and adult family members requesting to be added to a household and lease;
 - 3. All adult household members requesting to remain on and take over the lease when the original head of household dies or moves out of the CHA unit, referred to herein as "Residual Requests";
 - 4. All adult household members requesting to remain on and take over the voucher when the original head of household dies

5. All adult household members who are transferring from one CHA housing development to another, referred to herein as "Transfer Requests"; or "Move Requests" for HCV participants.
 6. All **CHA Residents** adult household members who are eligible to split off from their original family (usually due to overcrowding) and are requesting to lease their own separate unit, referred to herein as "Split Transfer Requests".
- C. **CHA Residents With Special Rights Under the Relocation Rights Contract:** The CHA Occupancy Control Department conducts criminal and credit background checks for adult household members of families with special rights to occupy a newly rehabilitated or newly built CHA unit, referred to herein as "HOP Residents".
- D. **CHA Applicants Who Request a Mitigation Hearing:** The property management site staff conducts the initial criminal and credit background screening for new admissions. Applicants who are rejected for not passing the background screening conducted by the property management site staff may request a mitigation hearing with the CHA's Occupancy Control Department. In such cases, the Occupancy Control Department may conduct its own background screening in order to determine if the property management site staff's determination to reject the applicant can be supported or should be reversed.
- E. **HCV Participants Who Request an Informal Review or Informal Hearing:** The HCV admissions staff conducts the initial criminal background screening for new admissions. Applicants who are rejected for not passing the background screening conducted by the HCV admissions staff may request an Informal Review with the HCV Admissions Department. Also, the HCV Operation staff may reject participants for continued occupancy and participation for not passing the background screening, participants may request an Informal Hearing held with the CHA's Legal Department. In such cases, an additional background screening may be run in order to determine if the decision to reject the applicant or participant can be supported or should be reversed.
- F. **HCV Owners:** To determine eligibility, CHA uses an enhanced screening criterion such as a credit and criminal background check for owners to determine approval of the Request for Tenancy. In addition, all owners desiring Owner Excellence designation must pass the enhanced screening.

B. Statement of Work

Families and/or individuals are prohibited from occupying a CHA unit or participating in the HCV program (family or owner), if they do not meet the screening criteria for participation, admission, and/or continued occupancy, in accordance with CHA policies and HUD regulations. As a result, the CHA must screen the criminal and credit backgrounds of HCV participating owners and all adult household members, 18 years of age and older, who will be occupying a CHA unit either as a new admission or because they are transferring/moving from

another unit; as well as adults who are not moving to a another unit, but are seeking to change their status from a household member to head of household, as described in detail under the Section C.

The Contractor must be able to conduct criminal and credit background checks, including the tenant history, of all adults submitted by the CHA. The following includes the basic tasks the Contractor is required to perform:

1. Tenancy-Related Background Checks

- A. All Adult household/family members - 18 years and older head of households and household members** - Research and provide a comprehensive background report based on CHA established criteria, related to evictions and debts owed to private owners or other PHA, for any member described above. Sources should include national multi-counties and multi-states of current or previous residency, as well as the federal criminal justice system. Contractor shall also be able to provide a search to also include alias names of individual.
- B. Live-in-aides - 18 years and older including adult family members**

2. Credit Background Checks

- A. For Heads of Household and Co-heads of Household only** (Public Housing only) Research the head of household's background for any credit debt history, including national and local utility companies. (Contractor shall also provide the CHA with the contact information for the entities/creditors to whom the money is owed. Contact information required includes phone, fax, and email (if available).
- B. For Heads of Household and Co-Heads of Household only** (Public Housing only)
Check the head of household or co-head for any of the following, if they exist:
 - I. Tax Liens
 - II. Judgments
 - III. Chapter 7 bankruptcies
 - IV. Chapter 13 bankruptcies
- C. HCV Owners (HCV only)** Research and provide information related to any credit debt history, particularly related to mortgage loan default, tax liens, foreclosure, judgments, and bankruptcies against individual or business entity.

3. Criminal Background Checks

- A. For all Adults in a Family (18 years and older, heads of households and household members)** – Research and provide a comprehensive criminal background report, based on CHA established criteria, criminal, violent, or drug related arrests and/or convictions for any member described above. Sources should

include national multi-counties and multi-states of current or previous residency, as well as the federal criminal justice system to include multi-state sex offender search. Contractor shall also be able to provide a search to also include alias names of individual.

- B. Check for any record of the individual's social security number being that of a deceased person, being recently issued, or being misused.
- C. Check for any record of the individual's address being misused, or identification of other issues such as mail receiving services or prison drop addresses.

D. HCV Owners (Adults, 18 years and older, HCV only)

Research and provide a comprehensive background report based on CHA established criteria related to criminal, violent, or drug related arrests and/or convictions for any owner described above. Sources should include national multi-counties and multi-states of current or previous residency, as well as the federal criminal justice system to include multi-state sex offender search. Contractor shall also be able to provide a search to also include alias names of individual.

4. Other Services:

- A. Reporting: The Contractor shall provide a tool will allow for customized reporting which will include and not be limited to final screening outcomes of (approved, denied, and conditionally approved). This tool will also provide the final screening outcome for each of the distinct departments utilizing these services (senior portfolio, family portfolio, mixed-income portfolio, and HCV program). Further this tool should have the ability to report criminal information by types of offenses, arrests, convictions, and date ranges.

- B. Training: The Contractor shall provide a staff training guide or power point presentation on how the CHA can utilize the product. Also, the Contractor shall provide a minimum of at least six (6) onsite trainings outlining use and function of the product throughout the term of the contract upon request by the CHA. Further, the Contractor shall provide any additional trainings if upgrades or modifications are implemented to the services provided throughout the term of the contract.

C. RESERVED.

- D. Monthly Invoice: The Contractor shall provide its monthly invoices by department/program (Family Portfolio, Senior Portfolio, Mixed Income Portfolio, HCV and Program Management Firms) in alpha order by the subject's last name, in the following manner:

- Date
- Program
- Subject's Name,
- Request Type,

- CHA Transfer
 - CHA Lease Addition
 - CHA Residual
 - CHA Mitigation
 - CHA HOP Resident
 - HCV Participants
- New Admission
- Recertification
- Compliance
- Move (Transfer)
 - HCV Owners
 - Owners Excellence Program
 - Standard (Criminal & Credit)
 - Criminal Only
 - Credit Only
- CHA staff member that submitted the criminal/credit report, and
- Cost

E. Prompt Response Time: The Contractor shall provide the CHA with the requested background checks in a timely manner, preferably no longer than 48 hours.

F. Definitions: The Contractor shall provide the CHA with a glossary of terms that are used in the reports to describe the criminal offenses.

G. Technical Support: The Contractor shall provide CHA personnel with customer service and technical support during normal business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m.).

C. Deliverables

In connection with the performance of the Services described above, the Contractor shall prepare and/or provide to the CHA in accordance with Section 2.01.B of the Agreement, certain deliverables that include, but are not limited to, marketing materials, documents, data, studies, reports, photographs, records, surveys, inspection reports, recommendations, approvals, or findings or information, in any form prepared or assembled, either in hard copy, on diskette, or in any other form required by the CHA or as described in the Agreement (hereinafter, collectively, "Deliverables"). The CHA reserves the right to reject any or all Deliverables which, in the reasonable judgment of the CHA or the CHA's representative, are incomplete or do not meet the required standard of performance. The CHA shall notify the Contractor in writing of any deficiencies the CHA identifies with respect to a Deliverable, and the Contractor shall have a period of not more than thirty (30) days to correct any deficiency so noticed by the CHA. The CHA may, in its sole and absolute discretion, accept a partial or incomplete Deliverable from the Contractor for review, but such acceptance shall not constitute a waiver of the CHA's right to insist upon completion and/or correction of such Deliverable.

Section 2.02 Standard of Performance / Governing Regulations/ Guidelines

- A. The Contractor and its sub-contractors, if any, shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Contractor shall at all times use its best effort to assure high quality, timeliness, efficiency and creativity in rendering and completing the Services. The Contractor agrees that performance of the Services in a satisfactory manner shall include quick response to the CHA's needs. Accordingly, the Contractor shall return all telephone calls and respond to all electronic mail within one (1) business day. The Contractor shall also furnish, at the end of each month a detailed report indicating the progress that was made on all pending projects and services for the month.
- B. All work to be performed under the Contract shall be in compliance with all pertinent federal, state and local statutes, ordinances, regulations, rules, recommendations and guidelines
- C. The Contractor shall at all times act in the best interests of the CHA consistent with the Contractor's professional obligations assumed by it in entering into this Agreement.

Section 2.03 Key Personnel

The Contractor's personnel who will be providing services under this Agreement shall be under the supervision of Tim Fortner and Carter Huhta. The Contractor retains the right to request to substitute key personnel with reasonable cause, provided, however, that the CHA shall have the right to approve such staff changes, and said approval shall not be unreasonably withheld.

Section 2.04 Non-Discrimination Requirements

The Contractor shall comply with all Federal, State and local non-discrimination laws, rules, regulations and ordinances, including but not limited to the Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended. The Contractor 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 Equal Employment Opportunity Clause, Ill. Admin. Code Tit. 44§750 Appendix A; 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 Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

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

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

Section 2.06 Ownership of Documents, Records and Reports

A. All Deliverables or information in any form prepared or assembled by, or provided to, the Contractor under this Agreement are the property of the CHA. During the performance of its Services, the Contractor shall be responsible for any loss or damage to such Deliverables or information while in the Contractor's possession and shall restore any lost or damaged Deliverables or information at the Contractor's sole cost and expense.

B. The Contractor shall maintain its books, records, documents and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with the Contractor's performance under this Agreement. In addition, the Contractor shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the CHA, 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 in connection with this Agreement and all other pending matters are closed.

Section 2.07 Audit Requirement

The CHA retains an irrevocable right to independently or, through a third party, audit the Contractor's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the Contractor. The CHA shall provide reasonable advance notice us any such CHA audit, which shall not be less than sixty (60) days.

Section 2.08 Confidentiality

The Contractor agrees that all Deliverables, reports, documents and information prepared, assembled, received or encountered by the Contractor pursuant to this Agreement ("Confidential Information") are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. The Contractor agrees that such Confidential Information shall not be made available to any individual or organization other than the CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the CHA. In the event the Contractor is presented with a *subpoena* regarding such Confidential Information, which may be in the Contractor's possession by reason of this Agreement, the Contractor must immediately give notice to the CHA's Chief Executive Officer and General Counsel with the understanding that the CHA will have the opportunity to contest

such process by any means available to it before the Confidential Information is submitted to a court or other third party. The Contractor, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 2.09 Subcontracts and Assignments

Unless otherwise provided for herein, the Contractor shall not subcontract, assign or otherwise delegate all or any part of its obligations under this Agreement or any part hereof without the prior written approval of the CHA. Any attempted subcontract, assignment or delegation shall be void and of no legal effect.

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

Section 2.10 Patents and Copyrights

To the extent applicable, the CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA or HUD purposes, including, but not limited to, commercial exploitation: (a) the copyright 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 to which the Contractor purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.11 Religious Activities

In connection with this Agreement, the Contractor agrees:

- a. that it shall not discriminate against any person on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion; and
- b. that it shall not discriminate against any person on the basis of religion when rendering the Services hereunder and shall not limit such Services or give preference to persons on the basis of religion.

Section 2.12 Drug-Free Workplace

The Contractor shall establish procedures and policies to promote a "Drug-Free Workplace." The Contractor shall notify all employees of its policy for maintaining a "Drug-Free Workplace" and the penalties that may be imposed for drug abuse violations occurring in the workplace.

Section 2.13 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 CHA nor Contractor shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

Section 2.14 CHA Inspector General

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

ARTICLE 3 TERM OF AGREEMENT

Section 3.01 Term of Agreement

The base term of this Agreement shall be for a period of three (3) years commencing from the date of October 1, 2015 through September 30, 2018 (the "Initial Term"), or until this Agreement is terminated in accordance with its terms, whichever occurs first.

Section 3.02 Contract Extension Option(s)

The CHA may extend this Agreement for one (1) additional two-year term at its sole discretion under the same terms and conditions as this original Agreement by providing written notice to the Contractor, which option extension shall be for an additional compensation amount (if any) to be determined by CHA in its sole discretion, but in no event greater than One Million Six Hundred Forty Thousand Twenty and 00/100 Dollars (\$1,640,020.00) for the option term, subject only to changes in costs or rates applicable to the Best and Final Offer under the option term (if any such changes exist in the pricing for the option term). Such extension notice shall set forth the extension period. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

ARTICLE 4 FUNDING AND PAYMENT

Section 4.01 Compensation

The compensation and pricing for all Services shall be on a fixed rate basis in accordance with the Contractor's Best and Final Offer Fee Proposal, which is attached hereto as Exhibit III and incorporated by reference as if fully set forth herein. The CHA shall pay the Contractor an amount NOT TO EXCEED Two Million Four Hundred Sixty Thousand Thirty and 00/100 Dollars (\$2,460,030.00) for the full and complete performance of Services during the Initial Term of the Agreement. The Contractor recognizes its affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the not to exceed compensation herein. The Contractor waives any and all claims of payment for Services that would result in payments in excess of this amount for performance of the Services.

Section 4.02 Payment

The Contractor shall submit monthly invoices detailing the fees due for the services provided with back-up documentation verifying such services and their associated costs. The invoices shall be subject to the review and approval of the CHA. The Contractor shall furnish such supporting documents and additional information as may be required to support and approve each invoice. The CHA shall make its commercially reasonable effort to pay the invoices within thirty (30) days of receipt of a properly submitted invoice.

The Contractor shall not be entitled to receive payment unless an invoice relating to such payment is first submitted to, and approved by the CHA. If the CHA objects to all or any portion of any invoices, it shall notify the Contractor of its objection and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion.

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 Contractor's satisfactory performance of this Agreement. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period during the term of this Agreement, then the CHA may notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

ARTICLE 5 DISPUTES

In the event of a dispute between the CHA and the Contractor involving this Agreement, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to the CHA's Director of Business Services for a decision. The Director of Procurements and Contracts (the "Director") shall, with reasonable promptness, render a decision concerning the dispute submitted. Unless the Contractor, within thirty (30) days after receipt of the decision, shall notify the Director in writing that it takes exception to the decision, the decision of the Director shall be final and binding. In the event the Contractor timely notifies the director in writing that it takes exception to the Director's decision, the Contractor shall be entitled to pursue its rights otherwise available at law or equity.

ARTICLE 6 RISK MANAGEMENT AND INDEMNIFICATION

Section 6.01 Insurance

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

A. Required Insurance Coverage:

1. Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois along with Employer's Liability in an amount of not less than One Million Dollars (\$1,000,000).

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

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

3. Automobile Liability Insurance

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

4. Professional Liability

When any architects, engineers, construction managers, property managers or other professional Contractors perform work in connection with this Agreement, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Services under this Agreement. A Claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

5. Umbrella Liability

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

B. Related Requirements:

The Contractor shall furnish the CHA's Department of Procurement and Contracts, 60 East Van Buren, 13th Fl., Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of this Agreement.

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

Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Department of Procurements and Contracts prior to expiration of insurance coverage. At the CHA's option, non-compliance will result in one or more of the following actions: (1) The CHA will purchase insurance on behalf of Contractor and will charge back all costs to Contractor; (2) Contractor will be immediately removed from CHA property and the Agreement revoked; (3) all payments due Contractor will be withheld until Contractor has complied with this Agreement; or (4) Contractor will be assessed Five Hundred Dollars (\$500) for every day of non-compliance. The receipt of any certificate does not constitute agreement by the CHA that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of this Agreement. The insurance policies shall provide for thirty (30) days written notice to be given to the CHA 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 Contractor shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by Contractor. The Contractor shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Contractor shall provide the CHA a thirty (30) days 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 Contractor shall require all of its subcontractors, if any, to carry the insurance required herein or the Contractor must 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 CHA.

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

Section 6.02 Indemnification

SRI will not indemnify CHA's failure to comply with state and federal laws subject to this Agreement, including but not limited to the Fair Credit Reporting Act ("FCRA"). SRI will not indemnify CHA for any misuse of any consumer report SRI issues to CHA

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the CHA its officers, officials, employees and agents and Contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including attorney fees) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the Contractor's performance of this Agreement and/or the acts and omissions of the Contractor, its agents, employees and subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The CHA shall have the right, at its option and at the Contractor's cost and expense to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the CHA free and harmless are separate from and not limited by the Contractor's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

The foregoing indemnity obligations shall not apply to injuries or damages caused by the sole negligence of CHA, or to the extent that any claimed misuse of a consumer report involves the negligence of the CHA, its employees or authorized agents. Additionally, Contractor shall not indemnify CHA for CHA's failure to comply with state and federal laws subject to this Agreement, including but not limited to the Fair Credit Reporting Act ("FCRA").

Section 6.03 Retention of Rights.

Neither the CHA's review, approval or acceptance of the Services required under this Agreement, nor the CHA's payment for such Services, shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance or failure of performance of this Agreement, and the Contractor shall be and remain liable to the CHA in accordance with the applicable law for all damages to the CHA caused by the Contractor's

negligent performance of any of the Services furnished under this Agreement. This Agreement does not restrict or limit any rights or remedies otherwise afforded the CHA or the Contractor by law.

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

Section 7.01 Events of Default Defined

Each of the following shall constitute an event of default:

- A. Any misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the CHA.
- B. The Contractor's failure to perform any of its obligations under this Agreement including, but not limited to, the following:
 - 1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services or due to reasons or circumstances within the Contractor's reasonable control.
 - 2. Inability to perform the Services satisfactorily in accordance with the performance standards or as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - 3. Failure to comply with any term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination;
 - 4. Failure to promptly re-perform within a reasonable time Services/Deliverables that are erroneous or unsatisfactory to the CHA;
 - 5. Failure to pay subcontractors within ten (10) days after receipt of payment from the CHA for such expenses or invoices;
 - 6. Suspension of diligent prosecution of the Services or abandonment of the Services for ten (10) or more days;
 - 7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
- C. Any change in majority ownership or majority control of the Contractor without the prior written approval of the CHA, which written approval shall not be unreasonably withheld. In the event that Contractor may not reasonably be able to request such advance written approval for commercially reasonable purposes or other objectively justifiable reasons, an

event of default under this Subsection C may be deemed cured, provided that the Contractor provides the CHA with written notice of any change(s) contemplated herein within sixty (60) days of the date upon which such change(s) occur(s).

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

Section 7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of written notice given in accordance with the terms of this Agreement and specifying the event of default or, if such event of default cannot be reasonably cured within thirty (30) calendar days after notice, or if the Contractor has failed to commence and continue diligent efforts to cure such default within thirty (30) days, the CHA may, at its sole option, declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the CHA and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. Written notification of the default, and any intention of the CHA to terminate the Agreement, shall be provided to the Contractor and such decision shall be final and effective upon the Contractor's receipt of such notice pursuant to Article 10. Upon the giving of such notice, the CHA may invoke any or all of the following remedies:

- A. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the CHA.
- B. Pursue any and all remedies, legal and/or equitable, available to the CHA.
- C. The right to withhold all or any part of the Contractor's compensation hereunder.
- D. The right to deem the Contractor non-responsible in future contracts to be awarded by the CHA.

If the CHA 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 CHA and that if the CHA permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement, nor shall the CHA waive or relinquish any of its rights.

The remedies under the terms of this Agreement 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 CHA may terminate the Services to be performed under this Agreement for convenience at any time by a notice in writing from the CHA to the Contractor when the Agreement may be deemed to be no longer in the best interest of the CHA. The Contractor shall continue to render the Services until the effective date of termination. No costs incurred by the Contractor 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 CHA shall pay to Contractor 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.

Section 7.04 Suspension

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

Section 7.05 No Damages for Delay

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

ARTICLE 8 WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

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

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

B. That no officer, agent or employee of the CHA is employed by the Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder, except as may be permitted in writing by the CHA and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of the

Contractor to any employee of the CHA; and the Contractor further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA.

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

D. That Contractor shall not knowingly use the Services of any subcontractor for any purpose in the performance of the Services under this Agreement, except those subcontractors that have been identified by the Contractor in its Proposal.

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

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

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

H. 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;

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

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

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

Section 8.02 Joint and Several Liability

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

Section 8.03 Business Documents and Contractor's Affidavit

To the extent applicable, the Contractor shall provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreements, and evidence of its authority to conduct business in the State of Illinois including, without limitation, registrations of assumed names.

The Contractor shall execute before a notary public a Contractor's Affidavit to be attached hereto as Exhibit V and incorporated by reference as if fully set forth herein. The Contractor shall at all times during the term of this Agreement comply with, and be in compliance with, the terms of Contractor's Affidavit.

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 Contractor 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 Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Contractor agrees that if the CHA determines that any of Contractor's services for others conflict with the Services that the Contractor is to render for the CHA under this Agreement, OR shall terminate such other services immediately upon request of the CHA.
- C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 C.F.R. §85.36(b)(3), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, 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 Contractor represents that it currently is and will remain in compliance with Federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.05 Independent Contractor

The Contractor shall perform the Services under this Agreement as an independent Contractor to the CHA and not as a representative, employee, agent, or partner of the CHA.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

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

Section 9.02 Counterparts

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

Section 9.03 Amendments

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

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

Section 9.04 Compliance with All Laws

A. The Contractor 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. Provisions(s) required by law, ordinances, rules, regulations, or executive orders to be inserted

shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement.

B. The Contractor 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.

Section 9.05 Compliance with HUD Regulations and other Laws

The Contractor shall comply with all the provisions of HUD Regulations, and all state and local laws, ordinances and executive orders including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended; Executive Order 11063, as amended by Executive Order 12259; Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5); National Environmental Policy Act of 1969 (2 U.S.C. 4321 et seq.); Clean Air Act (42 U.S.C. § 1851 et seq.); Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended; Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276) as supplemented in Department of Labor regulation (29 CFR Part 3); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); Debarment and Suspension (Executive Orders 12549 and 12689); 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). 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.

Section 9.06 Governing Law

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

Section 9.07 Severability

If any provisions of this Agreement shall be held or deemed to be or shall be held or deemed to be or shall in fact be inoperative or enforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering to 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 9.08 Interpretation

Any heading of this Agreement is 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 permitted successors and assigns.

Section 9.10 Cooperation

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

Section 9.11 Waiver

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

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All communication, including required reports and submissions between the Contractor and the CHA shall be through the CHA's Capital Construction Division. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

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

Mr. Derek Eovaldi
Screening Reports, Inc.
220 Gerry Drive
Wood Dale, IL 60191

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

Chicago Housing Authority
60 East Van Buren
Chicago, Illinois 60605
Attention: Occupancy Control

With a Copy to:

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

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 State Housing

Authorities Act. 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

Section 11.02 Contractor's Authority

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of Contractor has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement.

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

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens
Dionna Brookens
Deputy Chief, Purchasing and Contracts

SCREENING REPORTS, INC.

By: [Signature]
Name: Carver Huhta
Title: CEO

Approved As to Form

CHICAGO HOUSING AUTHORITY

By: William Preston
Name: William Preston
Title: Deputy General Counsel

COPIED FROM THE CHICAGO HOUSING AUTHORITY
TO THE CHICAGO HOUSING AUTHORITY