

**PROFESSIONAL ENVIRONMENTAL CONSULTING
SERVICES AGREEMENT**

BETWEEN

THE CHICAGO HOUSING AUTHORITY

AND

ENVIRONMENTAL DESIGN INTERNATIONAL, INC.

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Exhibit I	RFP No. 09-00395
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Exhibit IV	General Conditions for Non-Construction Contracts (HUD Form 5370-C)
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**ENVIRONMENTAL CONSULTING
MASTER AGREEMENT**

This Master Agreement ("Agreement") is made as of this 1st day of January 2010 (the "Effective Date") between the **CHICAGO HOUSING AUTHORITY**, a municipal corporation of the City of Chicago, State of Illinois (hereinafter, the "**CHA**"), with its offices located at 60 E. Van Buren St., Chicago, Illinois 60605 and **ENVIRONMENTAL DESIGN INTERNATIONAL, INC.** (hereinafter, the "Consultant") a corporation lawfully authorized to do business in Illinois, with offices located at 330 W. Monroe St., Suite 1825, Chicago, IL 60603.

RECITALS

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

WHEREAS, the CHA desires to pre-qualify environmental consultants to respond to requests for task order under indefinite delivery, indefinite quantity contracts to provide all necessary environmental assessment, remediation and engineering services related to CHA's redevelopment, construction, rehabilitation and modernization activities; and

WHEREAS, the CHA issued Request for Proposal No. 09-00395 (the "RFP") on or about August 28, 2009, which is attached hereto as Exhibit I; and

WHEREAS, the Consultant, in response to the RFP, submitted its proposal on or about September 23, 2009 representing and warranting that it is highly qualified and competent to perform the required environmental consulting services and has the necessary expertise and capacity to complete any environmental consulting services assigned to it by task order in accordance with this Master Agreement. The Consultant's proposal is attached hereto as Exhibit II, and the following portions of the Consultant's proposal are incorporated by reference herein:

- A. Consultant's Certification and Representations of Offerors Non-Construction Contracts (HUD Form 5369-C); and
- B. Contractor's Affidavit

WHEREAS, the Consultant agrees to the terms and conditions of this Agreement which will govern future projects that may be assigned to the Consultant under this indefinite delivery, indefinite agreement; and

WHEREAS, the CHA will, from time to time, formally request that the Consultant respond to requests for services (“RFS”) and make proposals in various forms (each a “Proposal”, collectively “Proposals”) in response to such RFS; and

WHEREAS, the Consultant is ready, willing and able to respond to CHA’s RFS as further set forth herein.

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

ARTICLE I INCORPORATION OF RECITALS

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

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

“Agreement” means this Master Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with the terms of this Agreement.

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

“Budget” shall mean the accepted Cost Proposal for the Services to be provided by the Consultant as set forth in a Work Plan submitted in response to a Request for Services.

“CHA Project Manager” shall be that CHA employee or designee so identified in each Request for Service, or otherwise identified by the CHA with reasonable notice.

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

“Cost Proposal” means the Cost Proposal prepared by the Consultant in response to a RFS. An accepted Cost Proposal will be deemed the Budget for an RFS for which it is submitted.

“Deliverables” shall mean those tasks, products, results or any other form of work product, whether tangible, intangible or otherwise, to be provided by the Consultant as described in Section 3.3, and any such other or additional deliverables which may be set forth in an RFS.

“CCD” means the Capital Construction Division Management.

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

“Fully-Loaded Hourly Rates” shall mean that hourly rate by particular type of worker, which includes all expenses, overhead, profit and fees of the Consultant.

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

“Notice-to-Proceed” means a written acceptance of a Work Plan and Fee Proposal by the Director of Procurement and Contracts and direction to commence Services under the Work Plan.

“Project Documents” means this Master Agreement, the Request for Service, the accepted and executed Work Plan, which includes a schedule of work and Deliverables, the Proposal and Fee Proposal in the format specified in the RFS.

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

“Proposal” means the response to a RFS that includes the Consultant’s Work Plan and Cost Proposal.

“Director of Procurement and Contracts” means the Director of Procurement and Contracts of the CHA and any representative duly authorized to act on his/her behalf.

“Request for Services” means a written request from the CHA to the pre-qualified pool of vendors for the Consultant to prepare and submit a Work Plan and Fee Proposal for Services relating to a specific project.

“Risk Management Office” means the Risk Management Office in the CHA's Department of Finance.

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

“Subcontractor” means any person or entity with whom the Consultant contracts to provide any part of the Services. The term Subcontractor also includes subcontractors of any tier, suppliers and material men, whether or not in privity with the Consultant.

“Work Plan” means the detailed description of the Services to be provided by the Consultant in a

response to a Request for Services issued in accordance with Section 2.3. Unless otherwise indicated, references to Work Plan will be deemed to include the applicable Fee Proposal.

“Work Product” shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, reports, writings, forms, work flow charts, methods, plans, designs, drawings, maps, photographs, files, records, computer printouts, estimates, memoranda, papers, supplies, notes, recordings, videotapes, pictorial reproductions, laboratory results, field notes, compilations, system plans, flow charts, procedures, data, designs, other graphic representations, proprietary information, research findings, and other materials prepared by the Consultant under this Agreement.

1.3 Acronyms

ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act
ASTM	American Society for Testing and Materials
BTEX	Benzene, toluene, ethyl benzene, xylenes
CADD	Computer Aided Design Drawings
CCD	Capital Construction Department
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980
CERCLIS	Comprehensive Environmental Response, Contamination and Liability Information System
CFR	Code of Federal Regulations
CHA	Chicago Housing Authority
CMBDC	Chicago Minority Business Development Counsel
CMS	State of Illinois Central Management Services
CSIR	Comprehensive Site Investigation
CSL	Combined Single Limit
DBE	Disadvantaged Business Enterprise
DRM	Data Records Management
EA	Environmental Assessment (refers to 24 CFR Part 50)
EPA	United States Environmental Protection Agency
ERR	Environmental Record Review
ESA	Environmental Site Assessment
HAZMAT	Hazardous Material
HISWD	Historical Inventory of Solid Waste Disposal Sites
HMIRS	Hazardous Materials Information Records System
H.R.	House of Representatives
HUD	United States Department of Housing and Urban Development
IAC	Illinois Administrative Code
IAQ	Indoor Air Quality
IDIQ	Independent Delivery, Independent Quantity
IDOT	Illinois Department of Transportation

ODM	Office of Development Management
IDPH	Illinois Department of Public Housing
IDPH	Illinois Department of Public Health
IEPA	Illinois Environmental Protection Agency
ILCS	Illinois Compiled Statues
ISRP	Illinois Site Remediation Program, often referred to as "SRP"
IT	Information technology
LUST	Leaking Underground Storage Tank
MBE	Minority Business Enterprise
MSDS	Material Safety Data Sheet
MWRD	Metropolitan Water Reclamation Department
NEPA	National Environmental Policy Act
NFR	No Further Remediation Letter
NPDES	National Pollutant Discharge Elimination System
NPL	National Priority List
ODM	Office of Development Management
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
PNA	Polynuclear Aromatic Hydrocarbons
QA/QC	Quality Assurance/Quality Control
RACR	Remedial Action Completion Report
RAP	Remedial Action Plan
RBC	Risk Based Corrective action (also referred to as RBCA)
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Condition (Defined in ASTM Standard 1527-05)
RELPE	Review and Evaluation Licensed Professional Engineer
RFP	Request for Proposal
ROR	Remedial Objectives Report
SARA	Superfund Amendments and Reauthorization Act
SMP	Soil Management Plan
SRP	Site Remediation Program
TACO	Tiered Approach for Corrective Action
TAT	Turn Around Time
TOC	Total Organic Carbon
TSCA	Toxic Substances Control Act
U.S.C.	United States Code
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey
UST	Underground Storage Tank
VOC	Volatile Organic Compounds
WBDC	Women's Business Development Center

ARTICLE II CONSULTANT'S DUTIES AND RESPONSIBILITIES

2.1 Scope of Services. The Scope of Services that the Consultant may be requested to provide under this Agreement are environmental consulting services required to provide all necessary environmental assessment, remediation and engineering services related to CHA's redevelopment, construction, rehabilitation and modernization activities.

2.2 Statement of Work. The services that the Consultant shall provide under this Agreement are described in Exhibit III, which is attached hereto and incorporated by reference herein.

2.3 Contract Administration. The Consultant, if selected to perform the Services pursuant to a task order resulting from a RFS, shall act as a prime contractor for the scope of work for the addresses described in the task order. The Consultant will be required to work with the CHA's Office of Development Management or Capital Construction Staff to satisfy the contracting objectives of awarded task orders.

A. Any services to be furnished under this contract shall be ordered by issuance of task orders by the CHA Office of Development Management or Capital Construction through the Department of Procurement and Contracts on CHA's Purchase Order forms. All task orders will be subject to the terms and conditions of the Agreement. In the event of a conflict between the terms and conditions appearing on the reverse side of the CHA Purchase Order and the Agreement, the Agreement shall control. If mailed, a task order will be considered "issued" when the CHA deposits the task order in the mail. Task orders may not be issued orally, but may be issued by facsimile, or by electronic commerce methods.

B. Task Ordering Procedures

- i. A scope of work for environmental services to be awarded pursuant to a task order will be prepared by CHA.
- ii. With a scope of work, the Office of Development Management or Capital Construction Department representatives will contact all environmental consultants, and if required, all environmental consultant shall proceed to a location where the work is anticipated to review the proposed work.
- iii. On the basis of the scope of work, with input from the inspection of the Consultant, the Consultant will forward a proposal for performing the work on a fixed price basis.
- iv. The Consultant will have a fair opportunity to be considered for each task order issued under the Agreement up to the not-to-exceed amount of compensation under the Agreement and except as provided for in C(3) below.
- v. The Consultant agrees to submit proposals to the Department of Contracts and Procurement in response to the multiple Requests for Services that will be issued by the CHA.

C. Task Order Selection Criteria.

Any combination of the following factors may be considered in the awarding of task Orders:

- i. Price or cost under each task order;
- ii. Proposed duration to perform the task order;
- iii. Past performance on earlier orders under the Contract, including quality, timeliness and cost control;
- iv. Potential impact on other orders placed with a contractor.

D. Exceptions to Task Order Selection Considerations.

CHA's contracting officer shall give each environmental consultant a fair opportunity to be considered for a task order unless one of the following exceptions applies:

- i. The agency's need for the supplies or services is so urgent that providing a fair opportunity to an environmental consultant would result in unacceptable delays;
- ii. Only one awardee is capable of providing the supplies or services required at the level of quality required because the services are unique or highly specialized;
- iii. The order must be issued on a non-competitive basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under a task order, provided that all awardees were given a fair opportunity to be considered for the original award of the task order; or
- iv. It is necessary to place a task order to satisfy an environmental consultant's minimum guarantee in its contract.
- v. Any proposed utilization of the Exceptions to Task Order Selection Considerations must have the prior written approval of the CHA's Director of Procurement and Contracts.

2.4 Requests for Services.

A. From time to time the CHA may issue RFS that will describe the scope of work that shall be governed by this Agreement. The RFS will set forth:

- i. A scope of work;
- ii. A schedule of work;
- iii. Any necessary background information needed for the Project;
- iv. The required completion date.
- v. By Consultant's Proposal and issuing a Notice-to-Proceed in response to a particular RFS, this Agreement will be deemed to have been amended to include any such special conditions pursuant to Section 9.3, but with respect to that Project/task order only. The Consultant will not be required to respond to Requests for Services that are not within the scope of this Agreement.

B. The Consultant acknowledges and agrees that:

- i. the CHA is under no obligation to issue any work pursuant to a RFS;
- ii. the level of Services requested may vary by project; and
- iii. the CHA may enter into similar agreements with other pre-qualified environmental consultants and award work to them pursuant to a RFS at the sole discretion of the Director of Procurement and Contracts.

2.5 Proposal and Work Plans.

- A. The Consultant will respond to a RFS by submitting a Fixed Fee Cost Proposal and Work Plan to the Department of Procurement and Contracts that describes as applicable:
- i. The Consultant's approach to performing those Services; and
 - ii. A work break down structure, if applicable, for completion of Services and a list of the Deliverables to be provided; and
 - iii. A schedule for delivery; and
 - iv. A staffing schedule and list of equipment and subcontractors to be utilized; and
 - v. A Fixed Fee Cost Proposal; and
 - vi. A description of General Acceptance Criteria; and
 - vii. The requisite MBE/WBE/DBE and Section 3 Utilization Plans; and
 - viii. Certificate of applicable Insurance(s).
 - ix. All Work Plans submitted in response to a RFS shall include a schedule of milestone events, work and deliverables, personnel and equipment to be assigned to the task, a list of subcontractor(s) as appropriate, the schedule of task reporting, and recommendations for other or future work not included in the task order as appropriate in addition to the specific items listed below.
 - x. Numbers 1-5 above shall all conform to the terms of the Request for Services and the terms and conditions of this Agreement. The Fixed Fee Cost Proposals and Work Plans will constitute irrevocable offers for a period of 90 calendar days after receipt by the CHA. After receiving all proposals, the CHA, in its sole discretion, may choose not to award a task order. Any and all costs associated with the preparation of Proposals/Work Plans will not be reimbursable under this Agreement.
- B. CHA will review each submitted proposal and issue a task order to the environmental consultant whose Fixed Fee Cost Proposal/Work Plan is deemed to be in the best interest of the CHA, unless the CHA, in its sole discretion, chooses not to award a task order.
- C. If the Consultant chooses not to respond to a RFS, a written notice with the reason it is not responding must be submitted to the CHA by the deadline to respond to such RFS. The Consultant may elect not to respond to up to a total of two (2) RFS' during the term of the Agreement. Submitting a Proposal/Work Plan after the submission date required by a RFS shall be considered a failure to respond to a RFS. Failure to respond to three (3) RFS' shall be grounds to terminate the Agreement for Cause.
- D. The CHA's acceptance of a Proposal/Work Plan to a RFS will be demonstrated by the issuance of a task order and a Notice-to-Proceed signed by the Director of Procurement and Contracts, or his/her designee, which directs the Consultant to perform the Services in accordance with the Project Documents. The Consultant will not commence Services, and the CHA will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed. All approved Work Plans will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Master Agreement, RFS, an approved Work Plan and the RFP. Any terms and conditions in a Work Plan

submitted by the Consultant, which otherwise conflict with, are inconsistent with, or address matters not addressed in this Master Agreement are void and of no effect on the CHA (notwithstanding any other approval contemplated or provided for under this Master Agreement), unless accepted in writing by the Director of Procurement and Contracts as an amendment to this Master Agreement.

- E. The Consultant acknowledges and agrees that the CHA may select from among those Proposal/Work Plans submitted in response to a RFS the Proposal/Work Plan(s) deemed to be in the best interests of the CHA, or may reject any and all Proposal/Work Plans submitted in response to a RFS. The Consultant further acknowledges and agrees that this Agreement and any Work Plan may be subject to United States Department of Housing and Urban Development (hereinafter, "HUD") approval and that, if such approval is required, the Consultant will perform no Services relating to a Work Plan until such approval is obtained.

2.6 Deadlines for Submittal of Proposals and Work Plans. Proposals/Work Plans for site remediation program activities shall be submitted within five (5) business days of the issuance of the RFS, and proposals for industrial hygiene activities shall be submitted within three business days of the issuance of the RFS. Requests for information ("RFIs") shall be due on the second business day following the issuance of the RFS. Failure to provide a Proposal/Work Plan on a timely basis may result in rejection of the Proposal/Work Plan.

2.7 Negotiation Possible. The CHA reserves the right, at its option, either to accept a Proposal and Work Plan as submitted by the Consultant, without further negotiation, or to negotiate with all pre-qualified vendors, a more satisfactory Work Plan, including the Cost Proposal.

ARTICLE III CONSULTANT'S STANDARD OF CONDUCT

3.1 Standard of Performance/Governing Regulations/Guidelines

- A. The selected Respondent shall perform all Services required of it 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 the Contract. The selected Respondent shall at all times use its best effort to assure high quality, timeliness, efficiency and creativity in rendering and completing their services. The selected Respondent agrees that performance of the services in a satisfactory manner shall include quick response to the CHA's needs. Accordingly, the selected Respondent shall return all telephone calls and respond to all electronic mail on a timely basis, which will in no case exceed one business day.
- B. The Consultant will perform or cause to be performed all Services required by the Agreement and a RFS in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, rules and regulations applicable to this Agreement, and to the reasonable satisfaction of ODM. The

Deliverables must meet the time frame contained in the Work Plan associated with that Deliverable. The Consultant must at all times act in the best interests of the CHA consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables.

- C. The Consultant shall maintain at all times any required licenses and certifications during the performance of the Contract. Failure to have such licenses or certifications shall constitute a breach of contract.
- D. Qualified Personnel. The Consultant must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant covenants with the CHA to furnish its best professional expertise and judgment in furthering the CHA's interests.
- E. Efficiency. The Consultant agrees to furnish efficient business administration and supervision to render and complete the Services within the agreed upon Fee and on time.
- F. 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, including, but not limited to:
 - i. Illinois Environmental Protection Agency (IEPA) 35 IAC 732, Illinois LUST Program, as amended.
 - ii. IEPA 35 IAC 740, Illinois Site Remediation Program (SRP), as amended.
 - iii. IEPA 35 IAC 742, Tiered Approach to Corrective Action Objectives (TACO), as amended.
 - iv. Rules and Regulations of the Lead Poisoning and Prevention (77 Illinois Administrative Code, Chapter I; Department of Public Health (IDPH) Subchapter p: Hazardous and Poisonous Substance, Part 845 Lead Poisoning Prevention Code).
 - v. National Emissions Standard for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Demolition Practices and Non-friable Materials, as amended
 - vi. U.S. Environmental Protection Agency (USEPA) 40 CFR Part 763, Asbestos, as amended.
 - vii. Occupational Health and Safety Administration (OSHA), 29 CFR Part 1910.120, Hazardous Waste Operating and Emergency Response, as amended.
 - viii. U.S. Department of Housing and Urban Development (HUD) Regulations 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Responsibilities and 24 CFR Part 50 Protection and Enhancement of Environmental Quality, as amended.
 - ix. U.S. Department of Housing and Urban Development, Lead-Based Paint Interim Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995 edition and subsequent revisions thereto.
 - x. Municipal Code of Chicago, as amended.

3.2 Deliverables. In carrying out Services, the Consultant must prepare or provide Deliverables. Deliverables may include but are not limited to various written studies, reports, supporting documentation, forms, processes, plans, designs, data, briefs, drawings, maps, photographs, files, records, computer printouts and, estimates, memoranda, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, and other materials prepared by the Consultant under this Agreement, which may be required in hard copy and/or electronic format. The CHA reserves the right to reject any and all Deliverables which in the sole judgment of the CHA do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable Work Plan or which are reasonably necessary for the purposes for which the CHA made this Agreement with Consultant or for which the CHA intends to use the Deliverables.

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

3.3 Meetings. The Consultant will meet regularly with the CHA Project Manager to discuss matters relating to the Project. In addition, at the CHA's request, the Consultant must attend other meetings with the CHA or other interested parties designated by the CHA.

3.4 Cooperation. The Consultant will at all times cooperate fully with the CHA, its agents, employees, contractors, and subcontractors; any other parties providing services with respect to this Agreement; and any interested governmental agency. The Consultant will at all time 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 Consultant will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of ODM in connection with the termination or expiration.

3.5 Confidentiality.

- A. The Consultant agrees that all Deliverables, reports, documents and information prepared, assembled, received or encountered by the Consultant 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 Consultant 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 Consultant is presented with a *subpoena* regarding such Confidential Information, which may be in the Consultant's possession by reason of this Agreement, the Consultant 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 Consultant, 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.

- B. The Consultant will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 1 above), without 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 CHA is being considered, or that discussions or negotiations are taking or have taken place concerning any such transaction with the CHA or any term, condition or other fact relating to such a transaction or such discussions or negotiations, including, without limitation, the status thereof.
- C. The Consultant acknowledges that remedies at law may be inadequate to protect the CHA against any actual or threatened breach of this confidentiality provision by Consultant and without prejudice to any other rights and remedies otherwise available to the CHA, the Consultant agrees to the granting of injunctive relief in 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 the Consultant, then the Consultant will reimburse the CHA for costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with all such litigation.

3.6 Adequate Staffing. The Consultant will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it, an Account Manager who will be the Consultant's designated person to receive Requests for Services and to submit Proposals and Work Plans. When responding to an RFS, the Consultant will identify an adequate staff of competent personnel which would be fully equipped, licensed (as appropriate), be available as needed, qualified and assigned to perform the Services for the term of the Project. The Consultant will identify such personnel and their positions in a staffing schedule which will be included in each Work Plan.

3.7 Key Personnel

- A. Minimum Requirements. The Consultant's Key Personnel under this Agreement will consist of an Account Manager who will be the contact person for the CHA and such other personnel as may be named for specific projects in the respective Work Plans. Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the CHA's approval. Key personnel may also include other critical members of the Project as specified in the Work Plans.
- B. No Substitutions. The Consultant will not reassign or replace Key Personnel without the written consent of the CHA, which consent will not be unreasonably withheld.

3.8 No Limitation on CHA's Rights. No provision in this Agreement granting the

CHA a right of access to Deliverables and Accounting Records is intended to impair, limit or affect any right of access to such Records which the CHA would have had in the absence of such provisions.

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

3.10 General Conditions For Non-Construction Contracts. The Consultant agrees to comply with the terms and conditions of HUD's General Conditions for Non-Construction Contracts (HUD form 5370-C (10/2006)) ("General Conditions"), which is attached hereto as Exhibit VI and incorporated by reference herein. In the event of a conflict between the terms and conditions of General Conditions and the Agreement, the terms and conditions of the Agreement shall control.

3.11 Ownership of Documents, Records and Reports

- A. All Deliverables, including Work Product, or information in any form prepared or assembled by, or provided to, the Consultant under this Agreement are the property of the CHA. The Consultant agrees to disclose to the CHA and to third parties expressly designated by the CHA in writing the existence of any Work Product of which the CHA would not otherwise be aware promptly upon the creation of such Work Product. During the performance of its Services, the Consultant shall be responsible for any loss or damage to such Deliverables or information while in the Consultant's possession and shall restore any lost or damaged Deliverables or information at the Consultant's sole cost and expense.
- B. The Consultant 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 Consultant's performance under this Agreement. In addition, the Consultant 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.

3.12 Audit Requirement. The CHA retains an irrevocable right to independently or, through a third party, audit the Consultant's books and records pertaining to this Agreement and any task orders issued pursuant thereto, and disallow any inappropriate billings upon written notice to the Consultant.

3.13 Patents and Copyrights. 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, patent or other form of intellectual property right, claim or interest in any work developed or discovered in the performance of the Services under this Agreement, (whether tangible or intangible) and (b) any rights, copyright, patent or other form of intellectual property right, claim or interest to which the Consultant purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

3.14 Subcontracts and Assignments. Unless otherwise provided for herein, or previously disclosed in Consultant's Proposal, Consultant 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.

Consultant 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 Consultant 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.

3.15 MBE/WBE Participation and Section 3 Requirements. Consultant agrees to comply with the CHA's MBE/WBE (Minority and Women Business Enterprises) Policy. In addition, Consultant shall comply with CHA's Section 3 Policy. Prior to issuance of the Notice to Proceed for a task order, the Consultant shall provide a MBE/WBE/DEB Utilization Plan and A Section 3 Utilization Plan, acceptable to the CHA, stating the degree of MBE/WBE participation and level of commitment to CHA's Section 3 Policy that meets the CHA's policies, and thereafter, throughout the term of this Agreement and any task order issued pursuant thereto, fulfill the stated levels of participation and commitment.

3.16 Religious Activities. In connection with this Agreement, Consultant agrees that:

- A. Consultant 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. Consultant 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.

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

ARTICLE IV TERM OF AGREEMENT

4.1 Term of Agreement. This Agreement shall take effect as of the Effective Date and shall continue and remain in effect through December 31, 2011 or until the Agreement is terminated in accordance with its terms, whichever occurs first. At the Agreement's expiration date, the terms and conditions of the Agreement shall remain in effect until all the Services for all task orders issued to the Consultant have been completed in accordance with their respective terms.

4.2 Contract Extension Option. The CHA, at its sole discretion, may extend this Agreement for two additional one (1) year option periods, subject to approval of the CHA's Board of Commissioners, if required. Any extension shall be under the same terms and conditions as this original Agreement and by written notice to the Contractor within thirty (30) days before expiration of the term of this Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.3 of this Agreement.

4.3 Time is of the Essence. The Consultant will provide Services within the time limits required under this Agreement and as provided in a RFS and the Project Documents. The Consultant acknowledges that sometimes deadlines for the Services are dictated by the requirements of agencies or events outside the control of the CHA, that failure by the Consultant to meet these deadlines may result in economic or other losses to the CHA and that in those circumstances, TIME IS OF THE ESSENCE.

ARTICLE V COMPENSATION

5.1 Amount of Compensation. This is an indefinite delivery, indefinite quantity contract as defined in the HUD Procurement Handbook (7460.8 Rev.-2) and as such, the Consultant shall be entitled to earn a minimum amount of \$100,000.00 under this Agreement. The maximum not-to-exceed amount of compensation payable to the Consultant under the Agreement is \$2,001,630.00. The Consultant acknowledges that the CHA is not obligated to pay the Consultant more than the minimum amount set forth above, and that in order to receive more than the minimum amount, the Consultant will have to be awarded task orders on a competitive basis as set forth in Section 2.3.C of the Agreement. Upon the award of a task order and issuance of a Notice-to-Proceed to the Consultant, the CHA shall pay the Consultant an agreed fee to provide the Services as set forth in the RFS. The Consultant agrees to waive any and all claims for payment of work which would result in billings beyond the agreed upon fee established in a task order without a prior written amendment to the task order authorizing said additional work and additional fee. The Consultant acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the agreed upon fee as set forth in the task order.

5.2 Fixed Fee for Services. In the response to all RFS and as set forth in Section 2.5.A of the Agreement, the Consultant will prepare a firm fixed Cost Proposal. The Consultant will prepare the Fixed Fee Cost Proposal based upon its fully loaded hourly rates contained in its

Best and Final Fee Proposal, which is attached hereto as Exhibit V and incorporated by reference herein and with the Scope of Services contained in the RFS.

5.3 Method of Payment. The Consultant shall create invoices that provide adequate detail and descriptions of their Work Product, which shall be in compliance with Exhibit III. Unless otherwise set forth in a RFS or directed by the CHA, Consultant's invoices must separate the fixed fees attributable to each building that is part of the task order (noting each CHA building designation number). At a minimum, each invoice will contain the name and address of the subject property, the task order number, the amount previously billed to the task order, and the total task order amount. In a cover letter accompanying the invoice, the Consultant will establish that the percent of work complete and the percent of work billed are in balance. If this is not the case, an explanation of the imbalance, and proposed remedy, will be provided. In addition to a hard copy of the invoice, an electronic copy via e-mail shall also be submitted. The CHA shall make commercially reasonable efforts to pay each approved invoice within sixty (60) days of receipt of a properly submitted and approved invoice. The Consultant shall not be entitled to receive payment unless an invoice relating to such payment is first submitted to the CHA. The invoices shall be subject to the review and approval of the CHA. The Consultant shall furnish such supporting documents and additional information as may be required to approve each invoice. The Consultant's invoice shall include the hours and fees for the Services provided. If the CHA objects to all or any portion of any invoices, it shall notify the Consultant of its objection and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA, at its option, may pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion.

5.4 Non-Appropriation. Funding for any work covered by the terms of 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 Consultant'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 Consultant 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 VI DISPUTES, RISK MANAGEMENT AND INDEMNIFICATION

6.1 Disputes. In the event of a dispute between the CHA and Consultant involving this Agreement, the Director of Procurement and Contracts and Consultant will attempt to negotiate a resolution. The first avenue of negotiation shall be with the CHA Project Manager, as designated by the CHA, and/or Director of ODM in response to a request for resolution and negotiation. If the parties cannot resolve the dispute through negotiation, either party may, submit the dispute in writing to CHA's Contracting Officer for decision. The Contracting Officer shall, render a decision concerning the dispute submitted. Unless Consultant, within thirty (30) days after receipt of the decision, shall notify the Contracting Officer in writing that it takes exception to the decision of the Contracting Officer, the decision of the Contracting Officer shall be final and binding. Provided Consultant has given the notice within the time stated above and

has brought suit against the CHA not later than one year after Consultant has received notice of the decision of the Contracting Officer, then the decision of the Contracting Officer for the CHA shall not be final, but the dispute shall be determined on the merits by a court of competent jurisdiction.

6.2 Insurance.

A. Consultant agrees to procure and maintain at all times during the term of any work awarded to the Consultant under this Agreement between Consultant and the CHA, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of Consultant, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by Consultant 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 Consultant or by its subcontractor, joint ventures, partners, agents, officers or employees. **The following levels of insurance are CHA's minimum requirements. The CHA may require all or some of the following forms of insurance and may require higher levels of each type of insurance for a RFS. The CHA's RFS will describe the precise forms and levels of insurance required for work performed pursuant to an accepted work plan.**

1. Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory), Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
2. Commercial General Liability Insurance written on an occurrence form (Primary and Excess).

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

4. Professional Liability. Whenever 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 of your product or work including representations/warranties to this Agreement, shall be maintained with limits of not less than Five Million Dollars (\$5,000,000.00) 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. Contractor's Pollution Liability shall be provided when the Scope of Work of a task order covers working with or around hazardous materials. The Contractor's Pollution Liability policy shall be written on an occurrence basis (claims made is not acceptable), covering any bodily injury, liability, and property damage liability, arising out of pollutants including, without limitation, hazardous materials such as asbestos, lead, PCBs for activities of the Contractor under or incidental to the Contract, including without limitation, transit of hazardous materials to a permanent disposal facility, activities by itself or by any of its subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Three Million Dollars (\$3,000,000) per occurrence.
 6. Excess Liability. Excess Liability coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.
- B. Related Requirements. Consultant shall furnish the Chicago Housing Authority, Department of Procurement and Contracts, 60 E. Van Buren St., 13th Floor, 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.

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.

Consultant shall require all subcontractors to carry the insurance required herein or Consultant 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 6.2 above. Evidence of such coverage must be submitted to CHA.

Consultant 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 Consultant under this Agreement.

6.3 Indemnification. Consultant agrees to defend, indemnify and hold the CHA its officers, officials, employees and agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including reasonable attorney fees) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "**Claims**") arising out of or resulting from Consultant's, its agents', employees' and subcontractors' performance of the Services under this Agreement, and/or the acts or omissions of Consultant, 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 Consultant further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

To the extent permissible by law, Consultant waives any limits on Consultant's liability that it would otherwise have by virtue of the Workers Compensation Act or any other law or judicial decision (specifically Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

Consultant shall have the right and obligation to conduct and control the defense of any Claim for which the CHA is entitled to indemnification hereunder, provided however, the CHA shall have the right, at its option and at Consultant's expense, to engage separate counsel to

monitor the defense of any suit, without relieving Consultant of any of its obligations under this indemnity provision. Consultant expressly understands and agrees that the requirements set forth in this indemnity to defend, indemnify and hold the CHA harmless are separate from and not limited by Consultant's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

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

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

- A. Any misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the CHA.
- B. Consultant's failure to perform any of its obligations in all material respects under this Agreement including, but not limited to, the following:
 - 1. Inability to perform the Services satisfactorily in accordance with the performance standards or as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors; and
 - 2. Failure to comply in all material respects with any term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination.
 - 3. Failure to respond to three (3) RFS' issued by the CHA during the term of the Agreement.
 - 3. Any change in majority ownership or majority control of Consultant without the prior written approval of the CHA, which written approval shall not be unreasonably withheld.
 - 4. Consultant's default under any other agreement it may presently have or may enter into with the CHA during the term of this Agreement. Consultant acknowledges and agrees that in the event of default under this Agreement the CHA may also declare default under any such other agreements.

7.2 Remedies. Upon the occurrence of any event of default which Consultant fails to cure within thirty (30) calendar days after receipt of notice given by the CHA in accordance with the terms of this Agreement, the CHA may declare Consultant in default and invoke any or all of the following remedies:

- A. The right to terminate this Agreement as to any or all of the Services 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 Consultant's compensation hereunder.
- D. The right to deem Consultant non-responsible in future contracts to be awarded the CHA.
- E. The remedies under this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies existing now or hereafter, at law, in equity or by statute. The CHA's failure to exercise any right or remedy shall not be construed as a waiver of any event of default or acquiescence thereto.

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

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

7.4 No Damages for Delay. Consultant 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. Consultant'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 Consultant to perform.

7.5 Right to Offset. Any excess costs and damages incurred or suffered by the CHA in the event of termination of this Agreement for default or arising as a result of the exercise by the CHA of any of the other remedies available to it under Article VII; any excess costs or damages incurred or suffered by the CHA otherwise resulting from the Consultant's performance or non-performance under this Agreement; any other set-offs permitted under this Agreement; any credits due to the CHA; or any overpayments made by the CHA may be offset by use of any payment due to the Consultant. If such amount offset is insufficient to cover those excess costs,

credits, or overpayments, the Consultant will be liable for and promptly remit to the CHA the balance upon written demand. This right to offset is in addition to, and not a limitation on, any other remedies available to the CHA.

ARTICLE VIII WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

8.1 Warranties and Representations. In connection with the execution of this Agreement, Consultant warrants and represents to CHA:

- A. That it is financially solvent and that it and each of its employees, agents or subcontractors of any tier are competent to perform the Services required under this Agreement.
- B. That no officer, agent or employee of the CHA is employed by Consultant 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 Consultant to any employee of the CHA as an inducement for the award of this Agreement; and Consultant 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 Consultant and its subcontractors are not in default at the time of the execution of this Agreement, or deemed by the CHA's Director of Procurement and Contracts Department to have, within the last five (5) years been found to be in default on any contract awarded by the CHA.
- D. That Consultant shall not knowingly use the services of any ineligible contractor for any purpose in the performance of the Services under this Agreement.
- E. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, officers, agents, or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant.
- F. That Consultant 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..
- G. That Consultant has disclosed any and all relevant information to the CHA and Consultant understands and agrees that any certification, affidavit or acknowledgment made under oath or failure to disclose in connection with this Agreement is made under

penalty of perjury and, if false, is also cause for termination of this Agreement.

- H. That Consultant is a duly organized and validly existing corporation under the laws of the State of Illinois, or is otherwise lawfully authorized to do business within the State of Illinois and has and will continue to have at all times during the term of this Agreement all licenses necessary to render the Services required hereunder.
- I. That Consultant has the power and authority to enter into and perform obligations under this Agreement, and that this Agreement, when executed will constitute the duly authorized, valid and legally binding obligation of Consultant.
- J. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, agents, or employees, has induced the Consultant to enter into this Agreement or has been relied upon by the Consultant.

8.2 Joint and Several Liability. In the event that the Consultant, 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 Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity.

8.3 Business Documents and Contractor's Affidavit. To the extent applicable, Consultant 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 Consultant shall execute before a notary public a Contractor's Affidavit to be attached hereto as Exhibit IV and incorporated by reference herein. The Consultant shall at all times during the term of this Agreement comply with, and be in compliance with, the terms of Contractor's Affidavit.

8.4 Conflict of Interest.

- A. No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly or CHA employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- B. Consultant covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members of a joint venture, and subcontractors, presently have no interest and shall acquire no interest, direct or indirect, in this

Agreement which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed. Consultant agrees that if the CHA determines that any of Consultant's services for others conflict with the Services that Consultant is to render for the CHA under this Agreement, Consultant 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 CFR §85.36(b)(3), no person who is an employee, agent, contractor, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to CHA or HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such CHA and HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties during his or her tenure or for one (1) year thereafter.
- D. Furthermore, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 f (1989), as amended.
- E. The Consultant covenants that it and its partners (if any), and to the best of its knowledge, its subcontractors, if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services hereunder. Without limiting the foregoing, the Consulting Parties will not participate, directly or indirectly, as a prime, subcontractor, or joint venturer, during the term of this Agreement or thereafter in the preparation of any proposal or bid where the Consulting Parties performed any Services for the CHA in recommending, researching, preparing, drafting, or issuing a request for proposals or bid specifications, or reviewing proposals or bids, or performed similar services, nor shall the Consulting Parties enter into any agreement, either individually or through an entity in which it has a controlling interest, with the CHA where the Consulting Parties performed Services on the project that is the subject of the agreement. The Consulting Parties further covenant that, in the performance of this Agreement no person having any such conflicting interest will be assigned to perform any Services or have access to any Confidential Information.

8.5 Independent Contractor. The Consultant and the CHA recognize that Consultant is an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of the CHA and that CHA will not incur any liability as the result of Consultant's actions. Consultant and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors of the CHA and shall not represent to any third party that they are an employee, agent, covenantor, or representative of the CHA. The CHA shall not be obligated to withhold any funds from Consultant for tax or other governmental purposes, with respect to its employees, agents, representative or subcontractors.

Consultant 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. The CHA shall not exercise control over Consultant.

ARTICLE IX GENERAL CONDITIONS

9.1 Entire Agreement. This Agreement, comprised of this Agreement and the Exhibit(s) attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. In the event of a conflict between any provision of this Agreement, Exhibit or RFS, this Agreement, the Exhibit and the RFS shall control, in that order, unless otherwise specified within an RFS.

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

9.3 Amendments. No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Consultant 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 Consultant is required to obtain prior written approval, the effect of any approval which may be granted pursuant to Consultant's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was granted.

9.4 Non-Discrimination Requirements. Consultant shall comply with all federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Consultant shall particularly remain in compliance at all times with: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq., (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq., (1990). Illinois Human Rights Act, 775 ILCS 511-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111 Admin. Code Tit.44 s 750 Appendix A; Employment Opportunity Clause, 111 Admin. Tit. 44 s 750 Appendix A; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Consultant must furnish such reports and information as requested by the Chicago

Commission on Human Relations.

9.5 Compliance with All Laws and Regulations. 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, including but not limited to the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. § 7401 et seq.); Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended; Executive Order 11246, as amended by Executive Orders 12086 and 11375; Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally, 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).

9.8 Governing Law. This Agreement shall be governed as to performance and interpretation in accordance with Federal Laws and the laws of the State of Illinois. Consultant 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. Consultant agrees that service of process on Consultant 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 Consultant or by personal delivery on any officer, manager or director of Consultant. If Consultant brings any action against the CHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

9.8 Interpretation. The headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and

construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such Exhibits or documents entered into in accordance with the terms and conditions hereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

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

9.11 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, the 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.

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

ARTICLE X COMMUNICATION AND NOTICES

10.1 Communication Between the Parties. All communication by Consultant shall be with the CHA Project Manager on behalf of the CHA. All Deliverables required to be submitted under this Agreement shall be sent to the CHA Project Manager, c/o the Office of Development Management, Chicago Housing Authority, 626 W. Jackson Blvd., Chicago IL 60661. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

10.2 Notices. Any notices sent to Consultant shall be mailed by certified mail return receipt requested, postage prepaid to:

Environmental Design International, Inc.
330 W. Monroe St., Suite 1825
Chicago, IL 60603

Attn: Deborah Sawyer, President and CEO

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

Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60661
Attn.: Chief Executive Officer

With a Copy to:

Office of the General Counsel
Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60661
Attn: General Counsel

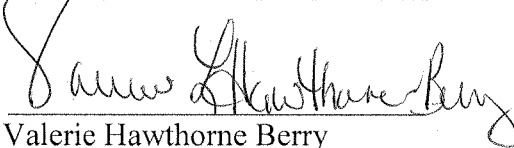
ARTICLE XI AUTHORITY

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


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

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

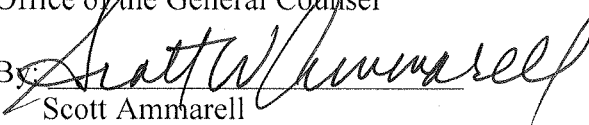
CHICAGO HOUSING AUTHORITY

By: 
Valerie Hawthorne Berry
Director of Procurement and Contracts

ENVIRONMENTAL DESIGN INTERNATIONAL, INC.

By: 
Deborah Sawyer
President and CEO

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

By: 
Scott Ammarell
General Counsel