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CONTRACT NO. 12526

JOB ORDER CONTRACTING
STANDARD AGREEMENT

BETWEEN

THE CHICAGO HOUSING AUTHORITY

AND

BERNARD'S NATIONAL DEVELOPERS, INC.

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Table of Contents

ARTICLE I INCORPORATION OF RECITALS 2
1.1 Incorporation of Recitals 2
1.2 Definitions 2
ARTICLE II CONTRACTOR'S DUTIES AND RESPONSIBILITIES 5
2.1 Scope of Services 5
2.2 Statement of Work 6
2.3 Contract Administration 6
2.4 Section 3 and MBE/WBE/DBE Participation and Requirements 9
2.5 General Conditions For Construction Contracts 12
2.6 Drug-Free Workplace 13
2.7 Non-Discrimination 13
2.8 Force Majeure 13
2.9 Health and Safety 13
ARTICLE III TERM OF AGREEMENT 14
3.1 Term of Agreement 14
3.2 Contract Extension Options 14
3.3 Time is of the Essence 14
ARTICLE IV COMPENSATION 14
4.1 Amount of Compensation 14
4.2 Adjustment Factors 14
4.3 Payments 14
4.4 Availability of Funds/Non-Appropriation 14
ARTICLE V EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET,SUSPENSION 14
5.1 Events of Default Defined 16
5.2 Remedies 17
5.3 Termination for Convenience 18
5.4 No Damages for Delay 18
5.5 Right to Offset 18
ARTICLE VI REPRESENTATIONS, WARRANTIES, AND SPECIAL CONDITIONS
6.1 Warranties, Representations and Covenants 17
6.2 Joint and Several Liability 18
6.3 Business Documents and Contractor's Affidavit 18
6.4 Conflict of Interest 19
6.5 Non-Liability of Public Officials 19
ARTICLE VII GENERAL CONDITIONS 21
7.1 Entire Agreement 21
7.2 Counterparts 21
7.3 Amendments 21
7.4 Deemed Inclusion 21
7.5 Governing Law 21
7.6 Severability 22

DocuSign Envelope ID: 0C128D0D-A790-446A-BA84-F8BCD433DF11

7.7 Interpretation 22
7.8 Assigns 22
7.9 Waiver 22
7.10 CHA Inspector General 22
ARTICLE VIII COMMUNICATION AND NOTICES
8.1 Communication Between the Parties 21
8.2 Notices 21
ARTICLE IX AUTHORITY
9.1 CHA's Authority 23
9.2 Contractor's Authority 24

Exhibit I Scope of Work/Statement of Work
Exhibit II General Conditions for Construction Contracts (HUD Form 5370) and General Conditions for Small Construction/Development Contracts (HUD Form 5370-EZ)
Exhibit III Illinois Equal Opportunity Clause
Exhibit IV Addendum to Job Order Contracting Standard Agreement
Exhibit V Compliance Affidavit
Exhibit VI Contractor's Affidavit, Certifications and Representations of Offerors and Equal Opportunity Compliance Certificate
Exhibit VII Dust Control Protocol
Exhibit VIII General Conditions for Non-Construction Contracts (HUD Form 5370-C)

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This **JOB ORDER CONTRACTING STANDARD AGREEMENT** ("Agreement") is made as of this 1st day of October, 2020 (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 **BERNARD'S NATIONAL DEVELOPERS, INC.** (hereinafter, the "Contractor") an Illinois Corporation, with offices located at 11653 S. Ashland Blvd., Chicago, Illinois 60643.

RECITALS

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

WHEREAS, the CHA desires the services of contractors to provide indefinite delivery, indefinite quantity services under this Agreement in the following trades: General Construction Contractors, Mechanical Contractors, Electrical Contractors, Plumbing Contractors, Interior Improvement Contractors, Fire Suppression and Life Safety Contractors, Environmental Remediation Contractors, and Landscaping Contractors (the foregoing, collectively, the JOC Trades); and

WHEREAS, the CHA issued Request for Proposal Event No. 2685 (the "RFP") to solicit multiple contractors to provide general contracting and construction-related services through the use of this Agreement; and

WHEREAS, the Contractor submitted its proposal in response to the RFP representing and warranting that it is highly qualified and competent to provide the Services (as defined herein) for CHA Projects assigned to it in accordance with this Agreement; and

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

WHEREAS, the CHA's Board of Commissioners authorized the award of this Agreement to Contractor on July 21, 2020 by Resolution No. 2020-CHA-43; and

WHEREAS, the CHA has created three tiers of contractors. Tier 1 will be for contractors who have the ability to complete projects valued up to $50,000. Tier 2 will be for contractors who have the ability to complete projects valued up to $100,000. Tier 3 will be for contractors who have the ability to bid on, secure bonding for, and complete projects valued up to $250,000. The Contractor is assigned to **Tier 2**; and

WHEREAS, Contractor has been assigned to the following JOC Trade(s) for which they

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applied and for which the CHA has determined they qualify: **General Construction, Interior Improvement, and Landscaping.**

WHEREAS, the CHA will, from time to time, formally request that the Contractor submit Task Order Proposals for Projects; and

WHEREAS, the Contractor is ready, willing and able to provide the services required hereunder and to respond to CHA's requests to submit Task Order Proposals as further set forth herein.

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

ARTICLE I INCORPORATION OF RECITALS

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

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

"Adjustment Factor" - An adjustment to be applied to the Unit Prices listed in the Task Pricing Database. For the purposes of this Contract, the Adjustment Factors will be set for all contractors, unless otherwise specified for a specific Project.

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

"Agreement" or "Contract" - This Job Order Contracting Standard Agreement entered into between the CHA and Contractor.

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

"Calendar Day" - Monday through Sunday.

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

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

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

"Contract Documents" - The Contract Documents, which form the Contract between parties, include all written modifications and amendments to the Agreement, the Agreement and all exhibits attached hereto, when accepted by the CHA, the "Addendum to Job Order Contracting Standard Agreement ", the Task Pricing Database, the "Amendment(s) to the General Conditions", if any, "HUD General Conditions for Construction (Form 5370)", "HUD General Conditions for Small Construction (Form 5370-EZ)", Task Orders issued under the Contract and all related documentation including Change Orders & the "Work Schedule" for each Task Order as defined in paragraph 6 of the "HUD General Conditions for Construction", as amended from time to time, the "Instructions to Bidders (form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Performance and Payment Bond or Bonds or other assurances of completion, the Technical Specifications and drawings for each Task Order, if any, the Contractor's Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract, the MBE/WBE/DBE and Section 3 Utilization Plans, and the CHA's Section 3 Policy. The Contract Documents enumerated herein contain the entire Contract between the parties, and no other representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or Contractor are a part of the Contract unless expressly stated therein.

"Contract Year" - The 12 month period following the effective date of the Agreement and each subsequent 12 month period of the Agreement.

"Contracting Officer" - CHA's Deputy Chief Procurement Officer or such other party as the CHA may designate.

"Contractor" - The person or entity designated as the prime construction contractor in the Contract and Task Order(s).

"Detailed Scope of Work" - A document setting forth the work the Contractor is obligated to complete for a particular Task Order.

"Development" - Building or group of buildings identified under a single name and Asset Management Property Number.

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

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

"Joint Scope Meeting" - A site meeting to discuss the work before the Detailed Scope of Work is finalized.

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

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

"LEED® AP" - LEED® Accredited Professional designation.

"Non Pre-Priced Task" - A task that is not set forth in the Task Pricing Database.

"Normal Working Hours" -The hours from 8:00 am to 5:00 pm Central Time Monday through Friday, except for CHA holidays.

"Notice to Proceed"- Written notice from CHA's Contracting Officer authorizing the Contractor to start work on a Project under a Task Order.

"Other than Normal Working Hours" - Includes the hours of 5:01 pm to 7:59 am Central Time, Monday through Friday, and all day Saturday, Sunday, and CHA holidays.

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

"Pre-Priced Task" - A task described in, and for which a Unit Price is set forth in, the Task Pricing Database.

"Private Property Managers" or "PPMs" - Firms which provide property management services at CHA Developments.

"Project" - The collective improvements to be constructed by the Contractor pursuant to a Task Order, or a series of related Task Orders.

"Project Manager" or "PM" - The designated individual within CHA or CM staff to administer a specific Task Order.

"Property"- CHA property where a Project is to be performed under a Task Order.

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

"Task Order" - A written order issued by the CHA, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Task Order Completion Time for the Task Order Price.

"Task Order Completion Time"- The time within which the Contractor must complete the Detailed Scope of Work.

"Task Order Price" - The value of the approved Task Order Price Proposal and the amount the Contractor will be paid for completing a Task Order.

"Task Order Price Proposal" - A price proposal prepared by the Contractor that includes the Pre-Priced Tasks, Non Pre-Priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.

"Task Pricing Database" or "Pricing Database" - A comprehensive listing of construction related tasks together with a specific unit of measure and a Unit Price.

"Task Order Proposal" - A set of documents including at least: (a) Task Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated subcontractors; (d) a construction schedule, and (e) other documents requested by CHA.

"Technical Specification" - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

"Unit Price"-The price listed in the Pricing Database for a specific construction or construction related work task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the Pricing Database. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-Priced Task.

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

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

ARTICLE II CONTRACTOR'S DUTIES AND RESPONSIBILITIES

2.1 Scope of Services. The Scope of Services that the Contractor may be requested to provide under this Agreement are contracting services through CHA's JOC procurement method

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for Contractor's applicable JOC Trade(s). The nature of the work includes, but is not limited to, construction, modification, maintenance/repair, and interior, exterior and structural demolition. Services will include, without limitation, management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation and equipment (except any CHA provided property, including utilities, as may be specified in individual Task Orders), and all related activities necessary for the performance of the Detailed Scope of Work as described in the Task Orders. The Scope of Services is further described in Exhibit I, attached hereto and incorporated by reference herein.

2.2 Statement of Work. The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Task Orders. The Contractor is required to complete each Detailed Scope of Work for the Task Order Price and within the Task Order Completion Time. The Services that the Contractor shall provide under this Agreement pursuant to Task Orders are described generally in the sections of Exhibit I applicable to Contractor's assigned JOC Trade(s). All work shall be accomplished in accordance with the terms and conditions of this Agreement, the Detailed Scope of Work, the Task Order specifications and drawings, if any, and the performance schedule set forth for each Task Order. Contractor's efforts extend beyond the conventional, single job construction efforts, and require the capability to plan, schedule, coordinate, manage, and execute a fluctuating flow of unrelated projects with a variety of skills and skill levels.

2.3 Contract Administration. The Contractor, if selected to perform Services pursuant to a Task Order resulting from a Task Order Proposal, shall act as the prime contractor for the Detailed Scope of Work for the Project described in the Task Order. The Contractor will be required to work with the CHA staff to satisfy the contracting objectives of awarded Task Orders. All Task Orders are subject to the terms and conditions of this Agreement.

A. Any Services to be furnished under the Agreement shall be requested by the issuance of Task Orders by the CHA's Property Office through the Department of Procurement and Contracts. Task Orders may only be issued by CHA's Contracting Officer and may not be issued orally, but may be issued by facsimile, or by e-mail.

B. CHA will request Task Order Proposals from Contractors on a rotational basis to Contractors in the applicable tier and JOC Trade as projects are identified. Section 3 Business Concerns within each tier and JOC Trade have a preference for Task Orders issued in the following order: 1) Business Concerns of the residents of Public Housing developments where the Section 3 covered assistance is expended; 2) Business Concerns of the residents of other CHA Public Housing developments; 3) Business Concerns of HCV Participants; 4) all other Section 3 Business Concerns in the Chicago Metropolitan Statistical Area. Task Orders will be re-assigned based on the established rotation when a Contractor is unable to immediately accept the work.

C. CHA will schedule a Joint Scope Meeting with the Contractor to jointly scope the work with the CHA and/or a CHA designee. At the Joint Scope Meetings, CHA and the Contractor will discuss such details as the scope of work for the Project, site access, working hours, staging areas, project timeline, the presence of hazardous materials, and

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requirements for catalog cuts, technical data, samples and shop drawings. The CHA and/or a CHA designee will prepare a Detailed Scope of Work and request that the Contractor submit a Task Order Proposal. In the event of emergency or for Task Orders requiring immediate completion, Task Order Proposals may be required to be submitted quickly, or Contractor may be required to follow alternative procedures established by the CHA.

D. Contractor shall submit a Task Order Proposal, which shall include the following:

1. (a) The Task Order Price Proposal; (b) required drawings and sketches; (c) list of anticipated subcontractors and materialmen, (d) the work schedule, and (e) any other requested documents.

The Task Order Price shall equal the value of the approved Task Order Price Proposal. The value of the Task Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-Priced Task (Unit Price x quantity x Adjustment Factor) and the value of all Non Pre-Priced Tasks. Contractor shall include all required tasks and quantities in the Task Order Proposal, applying the applicable Adjustment Factor. Contractors shall submit Task Order Proposals within seven (7) days of CHA's request, or within such other time frame as set forth in CHA's request. CHA reserves the right to request a Task Order Proposal from another contractor should Contractor fail to respond to CHA's request for a Task Order Price Proposal within the designated time frame. Contractors shall request any clarifications or additional informaton required to prepare the Task Order Proposal promptly so as not to delay submittal of Task Order Proposals.

E. Non Pre-Priced Tasks. Contractor shall submit specifications, technical data, drawings, or other relevant information in support of Non Pre-Priced Tasks. If the Contractor will perform the work, it shall submit three independent quotes for all material to be installed and, to the extent possible, use Pre-Priced Tasks from the Pricing Database for labor and equipment. If the Contractor is subcontracting the work, Contractor must submit three independent quotes from subcontractors. Subcontractor quotes or bids must be from subcontractors the Contractors is prepared to use. The CHA may require additional quotes or bids if those provided are not acceptable or if the pricing is deemed unreasonable.

Pricing for Non Pre-Priced Tasks shall be in accordance with the following formula:

A =Hourly Labor Rate (for trades not identified in the Pricing Database) x the Quantity required
B =Direct Material Costs (supported by three quotes)
C =Direct Equipment Costs x the Quantity required
D =Subcontractor Costs (supported by three quotes)
E= Allowable Overhead and Profit = (A + B + C) x applicable adjustment factor as set forth in Article IV, Section 4.2

Total Cost of Non Pre-Priced Task = A + B + C + D + E

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Once a Non Pre-Priced Task is used on three separate Task Orders, upon approval by the CHA, the Unit Price for such task shall be deemed established, and shall no longer require price justification.

CHA's determination whether a task is a Pre-Priced Task or a Non Pre-Priced Task shall be conclusive, final, and binding upon the Contractor.

F. Where a task in the Task Order Price Proposal is less than the actual cost of labor and material, the Contractor may be compensated for such tasks as a Non Pre-Priced Task. Alternatively, Contractor may use Pre-Priced Task rates to cover that actual cost, so long as there is no additional work for that trade on the Project or no work for that trade that can be scheduled concurrently, and the cost does not exceed $1,000.

G. CHA shall review Contractor's Task Order Proposal and evaluate the appropriateness of Contractor's approach and work plan, identified tasks and quantities proposed, and overall cost in comparison with CHA's independent cost estimate.

H. If a Task Order Proposal is accepted, a Task Order will be issued, which shall reference the Detailed Scope of Work and set forth the Task Order Completion Time and the Task Order Price. The Task Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. If a Task Order Proposal is rejected, Contractor must submit an acceptable Task Order Proposal within three (3) days of the rejection or CHA may reassign the Project(s). All required evidence of insurance, Section 3 Utilization Plans, and MBE/WBE/DBE Utilization Plans must be submitted and approved prior to issuance of a Task Order. CHA's issuance of a purchase order shall serve as the Notice to Proceed to the Contractor. CHA will only guarantee payment with a valid purchase order.

I. Changes in the Work. CHA may request modifications to the Detailed Scope of Work. Should modifications be required to the Detailed Scope of Work, CHA may issue a change order reflecting such additional work or any deletions from the Detailed Scope of Work.

J. CHA reserves the right to reject a Task Order Proposal, cancel a Project, or perform the work through other means, should it be determined to be in the best interests of the CHA. Contractor shall not be entitled to reimbursement for costs incurred in the preparation of a Task Order Proposal, including, but not limited to, costs for attending the Joint Scope Meeting.

K. Contractor shall be responsible for its means and methods of performing the Detailed Scope of Work. However, CHA shall have the right to reject any such methods that are deemed hazardous to persons or property, that will not complete the Project in accordance with the terms and conditions of this Contract or the Task Order, or will unnecessarily increase the Task Order Price, where alternatives are available.

L. Competitive Bidding for Certain Tier 3 Projects. CHA may elect to award certain Tier 3 projects through a competitive bidding process. Contractors will receive detailed instructions on the bidding process with the bid documents.

DocuSign Envelope ID: 0C128D0D-A790-446A-BA84-F8BCD433DF11

M. Additional detail regarding the administration of Task Orders is provided in the Scope of Work/Statement of Work attached hereto as Exhibit I.

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

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

1. Section 3 - Clause

   i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

   ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

   iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

DocuSign Envelope ID: 0C128D0D-A790-446A-BA84-F8BCD433DF11

iv. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

2. Section 3 Compliance Goals

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

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

(a) 51 percent or more owned by section 3 residents; or
(b) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
(c) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

ii. Contractor and subcontractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other section 3 covered contracts.

iii. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible

DocuSign Envelope ID: 0C128D0D-A790-446A-BA84-F8BCD433DF11

their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.

iv. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

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

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

1. Residents of the housing development or developments for which the Section 3 Covered Assistance is expended;
2. Residents of other housing developments managed by the CHA;
3. CHA Housing Choice Voucher Participants;
4. Other Section 3 Residents.

3. Documenting and Reporting

i. Contractor agrees to comply with the above section 3 requirements in accordance with the Contractor's Section 3 Utilization Plan, which shall be prepared by the Contractor for each response to a request for a Task Order Proposal and agreed to by CHA. CHA shall not be required to agree to the Contractor's Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Policy (available on CHA's website) as may be required.

ii. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's section 3 requirements to the CHA via CHA's electronic system available at https://cha.diversitycompliance.com/. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

DocuSign Envelope ID: 0C128D0D-A790-446A-BA84-F8BCD433DF11

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

B. MBE/WBE/DBE Compliance. Contractor agrees to comply with the CHA's Minority and Women Disadvantaged Business Enterprise ("MBE/WBE/DBE") requirements in accordance with the CHA's MBE/WBE/DBE Policy (available on CHA's website).

C. Documenting and Reporting. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's MBE/WBE/DBE requirements to the CHA via CHA's electronic system available at https://cha.diversitycompliance.com/. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

D. Task Order MBE/WBE/DBE Participation and Section 3 Requirements. Prior to issuance of the Notice to Proceed for a Task Order, the Contractor shall provide an MBE/WBE/DBE Utilization Plan and a Section 3 Utilization Plan, acceptable to the CHA, stating the degree of MBE/WBE/DBE participation and level of commitment to CHA's Section 3 Policy that meets the CHA's policies, and thereafter, throughout the term of this Agreement and any Task Order issued pursuant hereto, fulfill the stated levels of participation and commitment. The Section 3 Utilization Plan and the MBE/WBE/DBE Utilization Plan accepted by the CHA will be incorporated by reference as if specifically set forth into each assigned Task Order and the Contractor shall comply with its agreed commitments as set forth therein. Contractor's Compliance Affidavit is attached hereto as Exhibit V and is and incorporated by reference herein.

E. Compliance Deficiencies. · Contractor's failure to fulfill its Section 3 and/or MBE/DBE/WBE participation and reporting requirements may result in the Contractor being placed on administrative hold pending compliance. Contractor's failure to rectify compliance deficiencies may result in the Contractor being deemed ineligible to perform on any CHA projects, including as a prime contractor or subcontractor on future Task Orders issued under the JOC program or non-JOC projects.

2.5 General Conditions For Construction Contracts/General Conditions for Non-Construction Contracts. HUD's General Conditions for Construction Contracts (HUD form 5370) and HUD's General Conditions for Small Construction/Development Contracts (HUD Form 5370-EZ) the ("General Conditions"), are attached hereto as Exhibit II and are incorporated by reference as if fully set forth herein. The Contractor agrees to fully comply with the General Conditions applicable to the individual Task Order (i.e., HUD Form 5370 for Task Orders over $150,000, and HUD Form 5370-EZ for Task Orders under $150,000). In the event of a conflict between the terms and conditions of the General Conditions and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control. In the event that the General

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Conditions are updated by HUD, the General Conditions in effect at the time a Task Order is issued shall apply to the Project.

Non-Construction Projects. HUD's General Conditions for Non-Construction Projects (HUD Form 5370-C) are attached hereto as Exhibit VIII and are incorporated by reference as if fully set forth herein. The General Conditions for Non-Construction Projects shall apply to all non-construction Task Orders.

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

2.7 Non-Discrimination. Contractor shall comply with all federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Contractor shall particularly remain in compliance at all times with: Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46501 (1978); the Equal Opportunity Clause set forth in 41 CFR Part 60-1.4, which is incorporated by reference herein; the Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq., (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq., (1990). Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, Ill. Admin. Code Tit. 44 section 750 Appendix A, which is attached hereto as Exhibit III and incorporated by reference herein; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.8 Force Majeure. Notwithstanding any other provision in this Agreement, the Contractor shall not be liable or held responsible for any failure to perform or for delays in performing its obligations under the Agreement, including but not limited to, the Detailed Scope of Work set forth in a Task Order, that result from circumstance or causes beyond Contractor's reasonable control, including without limitation, fire or casualty, acts of God, epidemics, strikes or labor disputes, war or violence, or any law, order or requirement of any government agency or authority.

2.9 Health and Safety. Contractor shall have sole responsibility for compliance with (a) all requirements of the Occupational Health and Safety Act (OSHA) regulations for construction and (b) applicable Executive Orders and/or public health guidance concerning

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COVID-19 safety protocols with respect to Contractor's employees, including such requirements pertaining to hazard notification, training, required equipment, work protocols, and risk mitigation.

ARTICLE III TERM OF AGREEMENT

3.1 Term of Agreement. This Agreement shall commence on the Effective Date (October 1, 2020) and shall continue and remain in effect for a base term of two (2) years, through September 30, 2022 or until the Agreement is terminated in accordance with its terms, whichever occurs first. At the Agreement's expiration date, the Agreement's terms and conditions shall continue to remain in effect with respect to any Task Order issued to the Contractor prior to the termination date until the entire Detailed Scope of Work required under an assigned Task Order has been completed in accordance with its respective terms and all Work has been accepted by the CHA. A Task Order shall be deemed "issued" for purposes of this paragraph when CHA the Contractor has been issued a purchase order.

3.2 Contract Extension Options. The CHA, at its sole discretion, may extend this Agreement for one (1) additional one (1) year option period, subject to approval of the CHA's Board of Commissioners, if required. Any extension shall be under the same terms and conditions as this original Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 7.3 of this Agreement.

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

ARTICLE IV COMPENSATION

4.1 Amount of Compensation. This is an indefinite delivery, indefinite quantity contract as defined in the HUD Procurement Handbook (7460.8 Rev.-2) and as such, the Contractor shall be entitled to earn a minimum amount of **$500.00** under this Agreement. The initial maximum not-to-exceed amount of compensation payable to the the Contractor under the Agreement is **Five Hundred Thousand and 00/100 Dollars ($500,000.00)**. The Contractor acknowledges that the CHA is not obligated to issue a Task Order to the Contractor for more than the minimum amount set forth above, and that in order to receive more than the minimum amount, the Contractor must be awarded Task Orders as set forth in Article II above. The Contractor agrees to and waives any and all claims for payment of Work that would result in billings beyond the Task Order Price established in a Task Order without a prior written change order/modification to the Task Order authorizing said additional work and additional costs. The Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the Detailed Scope of Work is completed within the agreed upon Task Order Price as set forth in the Task Order.

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

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

1.11

b. Other Than Normal Working Hours Adjustment Factor 5:01 pm to 7:59 am Central Standard Time (CST) Monday to Friday, and Saturdays, Sundays and CHA Holidays:

1.14

4.3 Payments. The Contractor shall submit an invoice within ten (10) business days after the completion of each Task Order. Each invoice shall contain back-up information as required by the CHA, including but not limited to, a brief description of the services provided during the invoice period, and such documentation as required in accordance with the payment provisions set forth in the HUD General Conditions (paragraph 27) and the Addendum to Job Order Contracting Standard Agreement (paragraph 2), attached hereto as Exhibit IV. Contractor shall provide waivers of lien for all payments received from the CHA, and payments it makes to its subcontractors. Prime and subcontractor waivers of lien must not trail for more than 14 days. The CHA shall not be required to give approval or make payments pursuant to a submitted invoice unless all information required to be included with the invoice, Deliverables, and any other information that has been specifically requested by the CHA is provided, and all reporting requirements as set forth in this Agreement have been met. Contractor and CM shall reach agreement on the percentage complete of the Detailed Scope of Work and amount for which Contractor's invoice may be submitted. CHA will make a single payment for Task Orders having a Task Order Completion Time of 45 days or less, or a Task Order Price of $25,000 or less. CHA will make commercially reasonable efforts to make payment for services rendered under this Agreement within thirty (30) days after receipt and approval of each invoice submitted. All invoices shall be subject to review and approval by the CHA. If the CHA objects to all or any portion of any invoice, it shall notify the Contractor of its objection in writing 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.

4.4 Availability of Funds/Non-Appropriation. The funding for the Services described in this Agreement is subject to: (a) availability of federal funds from HUD; (b) the approval of funding by the CHA's Board of Commissioners, if required; and (c) Contractor's satisfactory performance of the Services. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made

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under this Agreement or any Task Order issued pursuant hereto, the CHA will notify 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 V EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

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

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

B. The Contractor's failure to perform any of its obligations under this Agreement or an assigned Task Order including, but not limited to, the following:

1. Failure to perform the Services required with sufficient personnel or with sufficient material to ensure the performance of the Services or due to a reason or circumstance within the Contractor's control;

2. Failure to meet any of the performance standards set forth in this Agreement or a Task Order;

3. Failure to perform the Services in a manner reasonably satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

4. Failure to promptly re-perform within a reasonable time the Services or Deliverables that were rejected as erroneous or unsatisfactory;

5. Discontinuance of the Services for reasons or circumstances not beyond the Contractor's control;

6. Failure to comply with a material term of this Agreement or a Task Order, including, but not limited to, the provisions concerning compliance with HUD regulations, Section 3 and MBE/WBE/DBE reporting, health and safety protocols, insurance and nondiscrimination; and

C. Any change in majority ownership or majority control of the Contractor without the prior written approval of the CHA, which written approval shall not be unreasonably withheld.

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

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E. The Contractor's default under any CHA-funded, secured, or guaranteed lending or credit program.

F. Any other acts specifically and expessly stated in this Agreement or the exhibits hereto as constituting an event of default.

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

A. The right to terminate this Agreement as to any or all of the Scope of Work yet to be performed effective at a time specified by the CHA.

B. The right to pursue any and all remedies, legal and/or equitable, available to the CHA.

C. The right to withhold all or any part of Contractor's compensation hereunder with respect to Task Orders not completed in accordance with the terms hereof prior to the termination of this Agreement.

D. The right to deem Contractor non-responsible in future contracts to be awarded by the CHA.

E. The right to take over and complete a Project or any part thereof as agent for and at the cost of Contractor, either directly or through others.

If the CHA considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the CHA and that if the CHA permits Contractor to continue to provide the 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 or under any Task Order issued hereunder are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any event of default or acquiescence therein shall impair any such right or power or be construed to be

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a waiver of any event of default by the CHA, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

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

5.4 No Damages for Delay. Contractor agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred by reason of suspension of work or delays caused by the CHA, or resulting from circumstances beyond CHA's reasonable control, including, without limitation, epidemics, fire or casualty, acts of God, strikes or labor disputes, war or violence, or any law, order or requirement of any government agency or authority. Contractor's sole and exclusive remedy for suspension of work or delays caused by the CHA or resulting from circumstances beyond CHA's reasonable control is an extension of time equal to the duration of the suspension or delay to allow Contractor to perform.

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

A. In connection with Contractor's performance under the Agreement and any assigned Task Order, the CHA may offset any incremental costs and other damages the CHA incurs in any and all of the following circumstances:

   i. If the CHA terminates the Agreement for default or any other reason resulting from the Contractor's performance or non-performance;

   ii. If the CHA exercises any of its remedies under Section 5.2 of the Agreement;

   iii. If the CHA has any credits due or has made any overpayments under the Agreement.

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

B. Without breaching this Agreement, the CHA may set off a portion of the compensation due under an assigned Task Order in an amount equal to the amount of any liquidated or un-

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liquidated damages or claims that the CHA has against the Contractor arising out of any other agreements between the CHA and the Contractor or otherwise unrelated to this Agreement, including, but not limited to, Contractor's default under any CHA-funded, secured, or guaranteed lending or credit program. If and when the CHA's claims against the Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the CHA will reimburse the Contractor to the extent of the amount the CHA has offset against this Agreement inconsistently with the determination or resolution.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND SPECIAL CONDITIONS

6.1 Warranties, Representations and Covenants

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

A. That it is financially solvent; and that it and its employees or agents 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 the Services 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 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, nor, within the last five (5) years, have they been deemed by CHA's Contracting Officer to be in in default on any contract awarded by the CHA.

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

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

F. That Contractor acknowledges that the CHA, in its selection of Contractor to perform the Services hereunder, materially relied upon the Contractor's proposal submitted in response to the RFP, 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;

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G. That Contractor and, to the best of its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a)(2) and other Federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720 ILCS 5/33E 1 et seq. (1989), as amended; and the CHA's Ethics Policy, as amended, and during the term of the Agreement will not violate the provisions of such laws and policies.

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

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

6.3 Business Documents and Contractor's Affidavit. Contractor shall provide to the CHA evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. The Contractor's Affidavit, Contractor's Certifications and Representations of Offerors and Equal Opportunity Compliance Certificate are attached hereto as Exhibit VI and incorporated by reference as if fully set forth herein. Contractor shall at all times be in compliance with the Contractor's Affidavit, Contractor's Certifications and Representations of Offerors and the Equal Opportunity Clause.

6.4 Conflict of Interest

A. Contractor covenants that it and its employees, or subcontractors, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that during the performance of this Agreement, no person having any such interest shall be employed. Contractor agrees that if the CHA determines that any of Contractor's services for others conflict with the Services that the Contractor is to render for the CHA under this Agreement; Contractor shall terminate such other services immediately upon request of the CHA.

B. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 2 C.F.R. §200.318(c)(1), 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 hereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her

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tenure or for one year thereafter.

6.5 Non-Liability of Public Officials. No official, employee or agent of the CHA shall be personally liable to the Contractor or the Contractor's successor in interest for: (i) any default or breach by the CHA under this Agreement, (ii) any fee due to the Contractor or the Contractor's successor in interest or (iii) any other obligation arising under this Agreement.

ARTICLE VII GENERAL CONDITIONS

7.1 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.

7.2 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.

7.3 Amendments. No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Contractor and by the Chief Executive Officer of the CHA or his or her designated representative. The CHA shall incur no liability for additional Services without a written and signed amendment to this Agreement pursuant to this Section. Whenever in this Agreement Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was granted.

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

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

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concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

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

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

7.9 Waiver. Whenever under this Agreement the CHA by a proper authority expressly waives in writing Contractor's performance in any respect or expressly waives a requirement or condition to either the CHA or Contractor's performance, te 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.

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

ARTICLE VIII COMMUNICATION AND NOTICES

8.1 Communication Between the Parties

All verbal and written communications relating to the Work, including required reports, project schedules, specifications, and related submissions, between the Contractor and the CHA

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shall be through the **Chicago Housing Authority, Capital Construction Division, 60 East Van Buren St., 8th Fl., Chicago, Illinois 60605**, when required, unless otherwise specified in writing. All verbal and written communications relating to this Agreement or JOC between the Contractor and the CHA shall be through the **Chicago Housing Authority, Department of Procurement and Contracts, 60 E. Van Buren St., 13th Floor, Chicago, IL, 60605**, unless otherwise specified in writing. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing the U.S. District Court for the Northern District of Illinois.

8.2 Notices

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

Bernard's National Developers, Inc.
11653 S. Ashland Blvd.
Chicago, Illinois 60643
Attention: Maurice Bernard
Ph: (773) 544-5104
Email: bnatdi@yahoo.com

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

Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: Chief Executive Officer

With a copy to:

Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, IL 60605
Attention: Chief Legal Officer

ARTICLE IX AUTHORITY

9.1 CHA's Authority. Execution of this Agreement by the CHA is authorized by resolution of CHA's Board of Commissioners, 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.

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

SIGNATURE PAGE TO FOLLOW

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

CHICAGO HOUSING AUTHORITY

DocuSigned by:
By: Sheila Johnson
02DBAECFF536465...
Sheila Johnson
Deputy Chief Procurement Officer

Approved as to form and legality:

DocuSigned by:
By: Cheryl Colston
7C7C97E7F721409...
Cheryl J. Colston
Chief Legal Officer

BERNARD'S NATIONAL DEVELOPERS, INC.

By: Maurice Benard
Name: **Maurice Benard**

Title: **President**