LSA # 11955

PROFESSIONAL LEGAL SERVICES AGREEMENT ("LSA")

BETWEEN

JACKSON LEWIS P.C.

AND

THE CHICAGO HOUSING AUTHORITY

(OFFICE OF THE CHIEF LEGAL OFFICER)

Table of Contents

RECITALS 4

ARTICLE 1 INCORPORATION OF RECITALS AND DEFINITIONS 4

SECTION 1.01 INCORPORATION OF RECITALS 4

SECTION 1.02 DEFINITIONS 4

ARTICLE 2 LEGAL COUNSEL'S DUTIES AND RESPONSIBILITIES 5

SECTION 2.01 LEGAL SERVICES TO BE PERFORMED 5

A. SCOPE OF LEGAL SERVICES 5

B. WORK PRODUCTS 5

SECTION 2.02 STANDARD OF PERFORMANCE 6

SECTION 2.03 KEY PERSONNEL 6

SECTION 2.04 NON-DISCRIMINATION 6

SECTION 2.05 MINORITY AND WOMEN BUSINESS ENTERPRISE COMMITMENT & SECTION 3 COMPLIANCE 7

SECTION 2.06 OWNERSHIP OF DOCUMENTS: RECORDS AND REPORTS 9

SECTION 2.07 AUDIT REQUIREMENT 10

SECTION 2.08 CONFIDENTIALITY 11

SECTION 2.09 SUBCONTRACTS AND ASSIGNMENTS 11

SECTION 2.10 PATENTS AND COPYRIGHTS 11

SECTION 2.11 RELIGIOUS ACTIVITIES 12

SECTION 2.12 DRUG-FREE WORKPLACE 12

SECTION 2.13 SUBMISSION OF PAPERS AND DOCUMENTS 12

SECTION 2.14 SETTLEMENTS 12

SECTION 2.15 APPEALS 12

SECTION 2.16 COMPLIANCE WITH OTHER HUD REQUIREMENTS 13

ARTICLE 3 TERM OF SERVICE 13

SECTION 3.01 TERM OF AGREEMENT 13

SECTION 3.02 TIMELINESS OF PERFORMANCE 13

SECTION 3.03 CONTRACT EXTENSIONS OPTIONS 13

ARTICLE 4 COMPENSATION AND FUNDING 13

SECTION 4.01 BASIS AND METHOD OF PAYMENT 13

SECTION 4.02 FUNDING, BUDGETS AND REIMBURSABLE EXPENSES 14

SECTION 4.03 NON-APPROPRIATION 14

ARTICLE 5 DISPUTES 14

ARTICLE 6 RISK MANAGEMENT 15

SECTION 6.01 INSURANCE 15

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION 15

SECTION 7.01 EVENTS OF DEFAULT DEFINED 15

SECTION 7.02 REMEDIES 16

SECTION 7.03 TERMINATION FOR CONVENIENCE 17

SECTION 7.04 SUSPENSION 17

SECTION 7.05 NO DAMAGES FOR DELAY 18
ARTICLE 8 SPECIAL CONDITIONS 18
SECTION 8.01 WARRANTIES AND REPRESENTATIONS 18
SECTION 8.02 JOINT AND SEVERAL LIABILITY 19
SECTION 8.03 BUSINESS AND DOCUMENTS AND CONTRACTOR'S AFFIDAVIT 19
SECTION 8.04 CONFLICT OF INTEREST AND ANTI-LOBBYING 20
SECTION 8.05 NON-LIABILITY OF PUBLIC OFFICIALS 20
SECTION 8.06 INDEPENDENT CONTRACTOR 21
SECTION 8.07 ANNUAL CONTRIBUTIONS CONTRACT 21
ARTICLE 9 GENERAL CONDITIONS 21
SECTION 9.01 ENTIRE AGREEMENT 21
SECTION 9.02 COUNTERPARTS 21
SECTION 9.03 AMENDMENTS, TASK ORDERS AND APPROVALS 21
SECTION 9.04 COMPLIANCE WITH ALL LAWS 22
SECTION 9.05 GOVERNING LAW 22
SECTION 9.06 SEVERABILITY 23
SECTION 9.07 INTERPRETATION 23
SECTION 9.08 ASSIGNS 23
SECTION 9.09 COOPERATION 23
SECTION 9.10 MISCELLANEOUS PROVISIONS 24
ARTICLE 10 COMMUNICATION AND NOTICES 24
SECTION 10.01 COMMUNICATIONS BETWEEN THE PARTIES 24
SECTION 10.02 NOTICES 24
ARTICLE 11 AUTHORITY 24
SECTION 11.01 CHA'S AUTHORITY 24
SECTION 11.02 CONFLICTS 25
SECTION 11.03 LEGAL COUNSEL'S AUTHORITY 25

EXHIBIT I SCOPE OF SERVICES
EXHIBIT II HOURLY RATE SCHEDULE OR FLAT RATE FEE
EXHIBIT III CHA'S OUTSIDE COUNSEL BILLING GUIDELINES
EXHIBIT IV MBE/WBE/DBE UTILIZATION PLAN
CONTRACTOR'S SECTION 3 UTILIZATION PLAN
EXHIBIT V CONTRACTOR'S AFFIDAVIT
EXHIBIT VI TASK ORDER SAMPLE
EXHIBIT VII GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACT (Form HUD-5370-C)

AGREEMENT

THIS PROFESSIONAL LEGAL SERVICES AGREEMENT (hereinafter referred to as "Agreement" or "Contract") is made as of this 1st day of January, 2017, by and between the CHICAGO HOUSING AUTHORITY, a municipal corporation (hereinafter referred to as "the CHA"), acting through its Office of the Chief Legal Officer ("Chief Legal Officer") and JACKSON LEWIS P.C. (hereinafter referred to as the "Legal Counsel" or "Contractor").

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 USC 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 retain Legal Counsel to perform certain legal services including, but not limited to, representation, litigation, researching, drafting, rendering legal opinions and/or advice (collectively, "Legal Services") on an as-needed-basis; and

WHEREAS, the CHA has determined that retention of Legal Counsel is in the best interests of the CHA, and Legal Counsel is ready, willing and able to provide the Legal Services to the full satisfaction of the CHA,

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

ARTICLE 1 INCORPORATION OF RECITALS AND DEFINITIONS

Section 1.01 Incorporation of Recitals

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

Section 1.02 Definitions

"Additional Services" means those services requested in writing by the Chief Legal Officer which are within the general scope of the Legal Services of this Agreement, but beyond the scope of services required pursuant to Section 2.01 and Exhibit I of this Agreement, and any and all services reasonably necessary to complete the Additional Services in accordance with the standard of performance required hereunder.

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

"Authorized Personnel" means those individuals, including, but not limited to, attorneys and paralegals, approved and authorized by the Office of the Chief Legal Officer to perform legal services for and on behalf of the CHA.

"CHA" means the Chicago Housing Authority acting through its Office of the Chief Legal Officer.

"Chief Legal Officer" means the head of the Office of the General Counsel for the CHA.

"Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of Section 2.03 of this Agreement.

"Legal Services" means the services, duties and responsibilities described in Article 2 and Exhibit I of this Agreement and any services/work necessary to complete them or carry them out fully and to the standard of performance required by this Agreement.

"Office of the Chief Legal Officer" means the legal department of the CHA which is entrusted with performing the legal business and coordinating the legal affairs of the CHA.

"Work Product" means all memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer-generated information, computer-stored information, research, opinions, data, studies, findings and information generated, prepared and/or collected in connection with this Agreement.

ARTICLE 2 LEGAL COUNSEL'S DUTIES AND RESPONSIBILITIES

Section 2.01 Legal Services to be Performed

A. Scope of Legal Services

The Legal Services which Legal Counsel shall provide under this Agreement include, but are not limited to, those described in this Article 2 and the attached Exhibit I which is incorporated by reference as if fully set forth herein. This Scope of Services is intended to be general in nature and is neither a complete description of Legal Counsel's services nor a limitation on the Legal Services which Legal Counsel is to provide under this Agreement. Legal Counsel shall provide the Legal Services in accordance with the standards of performance set forth in Section 2.02 hereof and in accordance with the CHA Outside Counsel Billing Guidelines set forth in Exhibit III, which is attached hereto and incorporated by reference as if fully set forth herein. The specific matter for which Legal Counsel will provide legal services will be identified in a Task Order, in the form set forth in Exhibit VI.

B. Work Products

In carrying out the Legal Services described and set forth in Exhibit I, Legal Counsel shall generate, prepare, collect or provide certain work product including, but not limited to, memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer-generated information, computer-stored information, research, opinions, data, studies, findings and information generated, prepared and/or collected in connection with this Agreement (collectively "Work Product"). Any and all Work

Product shall be the exclusive property of the CHA and shall not be utilized, sold or shared with any other party except in accordance with specific prior written direction or consent of the CHA or pursuant to discovery procedures or court orders. The CHA reserves the right to reject any and all Work Product which, in the sole judgment of the CHA, does not adequately represent the intended level of completion or standard of performance, does not include relevant information or data, or does not include all documents specified in this Agreement or reasonably necessary for the purposes for which the CHA made this Agreement with Legal Counsel or for which the CHA intends to use the Work Product.

Section 2.02 Standard of Performance

Legal Counsel shall perform all Legal Services required of them under this Agreement with that degree of skill, care and diligence normally shown by Legal Counsel performing services of a scope, purpose and magnitude comparable and similar to the nature of the Legal Services to be provided under this Agreement.

Legal Counsel acknowledges that it is entrusted with or has access to valuable and confidential information and records of the CHA. Legal Counsel shall at all times use its best efforts on behalf of the CHA to ensure timely and satisfactory rendering and completion of Legal Services.

Legal Counsel shall at all times act in the best interests of the CHA consistent with the professional obligations assumed by it in entering into this Agreement.

Section 2.03 Key Personnel

The Key Personnel and/or attorneys and paralegals assigned to perform Legal Services under this Agreement are:

Attorneys:	James F. Botana	James P. Daley	Monica H. Khetarpal
	Patrick J. Rocks	Sarah J. Gasperini	Melanie I. Stewart
	James D. Thomas		

Paralegals:

No additional Key Personnel or Authorized Personnel shall be added or assigned to provide legal services under this Agreement without the express consent of the Office of the Chief Legal Officer. The CHA will not pay for any legal services performed by Legal Counsel's personnel who are neither listed herein nor subsequently approved by the Office of the Chief Legal Officer.

Section 2.04 Non-Discrimination

Legal Counsel shall comply with the Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended.; 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 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 his attached hereto as Addendum A and incorporated herein by this reference.

Section 2.05 Minority and Women Business Enterprise Commitment & Section 3 Compliance.

A. Legal Counsel hereby agrees to comply with the CHA's Minority Business Enterprise/Women's Business Enterprise/Disadvantaged Business Enterprise ("MBE/WBE/DBE") participation requirements which are attached hereto as Exhibit IV and incorporated by reference as if fully set forth herein provided, however, that the CHA's Chief Executive Officer may waive the MBE/WBE/DBE participation requirements. Legal Counsel shall complete certain MBE/WBE/DBE schedules, which will become a part of Exhibit IV once they are approved by the CHA's Department of Procurement and Contracts.

B. Section 3 – Compliance: The CHA has determined that the contract awarded under this solicitation 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), 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 the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the

notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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 present of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) or (b) in this definition of "section 3 business concern."

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

construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.

iii. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.

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).

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 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 (see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation) as may be required. Contractor's Section 3 Utilization Plan is attached hereto as Exhibit IV and is incorporated by reference herein.

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.

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

Section 2.06 Ownership of Documents: Records and Reports

A. All memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer-generated information, computer-stored information, research, opinions, data, studies, reports, findings or information in any form, including Work Product, generated, prepared, assembled or encountered by or provided to the Legal Counsel under this Agreement are the property of the CHA ("CHA Information"). During the performance of the Legal Services, the Legal Counsel shall be responsible for any loss or damage to such CHA Information while in the Legal Counsel's possession and such CHA

Information shall be restored at the expense of the Legal Counsel. If not restorable, the Legal Counsel shall be responsible for any loss suffered by the CHA on account of such destruction.

B. Legal Counsel shall deliver or cause to be delivered any and all Work Product generated or prepared for the CHA under the terms and conditions of this Agreement, to the CHA promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, upon reasonable demand therefor or upon termination or completion of the Legal Services hereunder. Whenever the Chief Legal Officer makes a request for any Work Product, Legal Counsel shall deliver such Work Product without delay despite any ongoing disputes relative to compensation or other matters. In the event of the failure by Legal Counsel to make such delivery upon demand, then and in that event, Legal Counsel shall pay to the CHA any damages, including, but not limited to attorneys' fees and costs, the CHA may sustain due to Legal Counsel's failure to deliver such Work Product. Legal Counsel shall maintain any such records and Work Product provided to the CHA or not demanded by the CHA for a period of five (5) years after the final payment is made in connection with this Agreement.

C. Legal Counsel shall maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

D. Legal Counsel and any of Legal Counsel's attorneys shall furnish the Office of the Chief Legal Officer with such information as may be requested relative to the performance and cost of the Legal Services. Legal Counsel shall maintain records showing actual time devoted and costs incurred. Legal Counsel shall keep books, documents, papers, records and accounts in connection with the Legal Services open to an independent audit to be conducted by the CHA or third party, and allow inspection, copying, abstracting and transcriptions and shall make these records available to the CHA and any other interested governmental agency, at reasonable times during the performance of its Legal Services. In addition, Legal Counsel shall retain them in a safe place and make them available for an independent audit to be conducted by the CHA or third party, and allow inspection, copying and abstracting for at least five (5) years after the final payment is made and all pending matters are closed in connection with this Agreement.

E. Legal Counsel shall prepare and submit reports to the CHA as directed by the Chief Legal Officer. To the extent Legal Counsel provides litigation services under this Agreement, Legal Counsel shall provide litigation status reports to the Chief Legal Officer as described in detail in the attached Exhibit III.

Section 2.07 Audit Requirement

The Office of the Chief Legal Officer shall review all invoices for legal services submitted by Legal Counsel. Payment of any invoice by the CHA does not constitute a waiver of the CHA's rights to subsequently question, compromise or request repayment or future credit for any invoice previously paid.

The CHA retains the right to audit, through its staff or independently, all bills or files which are or have been the subject matter of any billing in the past. Such an audit will require Legal

Counsel to produce any and all documentation which would support the billing submitted by Legal Counsel. Legal Counsel will produce any individual who has submitted billing on behalf of the firm, as well as any of Legal Counsel's personnel who would have knowledge or information regarding any billing to answer any and all questions regarding the billings. Legal Counsel, subject to these guidelines, acknowledges without protest that the CHA may utilize either its own personnel or personnel from an outside auditing service to perform such audits.

If Legal Counsel is found in non-compliance with these audit requirements, by either the CHA or HUD, Legal Counsel will be required to refund any payments received from the CHA or HUD.

Section 2.08 Confidentiality

Legal Counsel agrees that all CHA Information, including, but not limited to Work Product, reports and documents prepared, assembled or encountered by or provided to Legal Counsel pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, Legal Counsel agrees that without the prior written approval of the CHA, Confidential Information shall not be made available to any individual or organization other than the CHA, except as required pursuant to a discovery procedure, orders of courts of competent jurisdiction or administrative agencies or pursuant to a subpoena. Legal Counsel agrees to HUD regulation on access to records at 24 C.F.R. §85.42(e)(i), to the extent that the attorney-client or attorney work product privileges would not be at risk of being waived.

Section 2.09 Subcontracts and Assignments

Legal Counsel shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or pursuant to the express prior written consent of the CHA. The absence of such express prior written approval shall void the attempted assignment, delegation or transfer and such attempted assignment, delegation or transfer shall be of no effect as to the Legal Services or this Agreement. Legal Counsel shall not subcontract with any attorney or sub-consultant without the express prior written consent of the CHA.

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

Section 2.10 Patents and Copyrights

The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any Work Product developed under this Agreement; and (b) any rights of copyright or patent to which Legal Counsel purchases ownership with the funds awarded pursuant to this Agreement.

However, if HUD determines that the patent or copyright, which is either developed or purchased by Legal Counsel, serves a Federal Government purpose, a royalty-free, nonexclusive and irrevocable license shall vest in HUD.

Any discovery or invention (37 C.F.R. part 401) arising out of, or developed in conjunction with the Legal Services to be performed under this Agreement shall be promptly and fully reported to the CHA to submit to HUD for a determination as to whether patent protection on such invention or discovery should be sought. The rights to such patent shall be administered as set forth above.

Section 2.11 Religious Activities

Legal Counsel agrees that in connection with the Legal Services to be provided to the CHA under this Agreement:

A. It shall not discriminate against any person on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion;

B. It shall not discriminate against any person applying for employment on the basis of religion and shall not limit such Legal Services or give preference to persons on the basis of religion; and

C. It shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such Legal Services.

Section 2.12 Drug-Free Workplace

Legal Counsel shall establish procedures and policies to promote a "Drug-Free Workplace." Further, Legal Counsel shall notify its employees of this policy for maintaining a "Drug-Free Workplace," and the penalties which may be imposed for drug abuse violations occurring in the workplace.

Section 2.13 Submission of Papers and Documents

During the course of litigation and from time to time, Legal Counsel may be required to submit to the Regional Counsel for Region V, U.S. Department of Housing and Urban Development, 77 West Jackson Boulevard, 26th Floor, Chicago, Illinois, or other HUD Counsel designated by the Regional Counsel for Region V, a copy of all pleadings, motions, orders, briefs, legal opinions or memoranda for which fees are charged, as well as a copy of papers and briefs filed by Legal Counsel for other parties.

Section 2.14 Settlements

No settlement offer arising out of litigation shall be made or accepted by Legal Counsel without the prior concurrence of the CHA. Settlements additionally may also require the approval of the CHA Board of Commissioners and HUD.

Section 2.15 Appeals

The CHA or Legal Counsel shall not undertake an appeal or cross-appeal from a judgment without prior concurrence from HUD. A recommendation for, or against, an appeal shall be communicated to the Regional Counsel for Region V, which communication shall set forth the facts, the legal considerations and other arguments upon which the recommendations are based. The last day to file a notice of appeal shall be clearly indicated.

Section 2.16 Compliance with other HUD Requirements

Legal Counsel agrees to comply with applicable HUD requirements, including the Annual Contributions Contract between the CHA and HUD, the HUD Litigation Handbook 1530.1 REV-5, the standard General Conditions of the Contract (Non-Construction), Form HUD-5370-C attached hereto as Exhibit VII.

ARTICLE 3 TERM OF SERVICES

Section 3.01 Term of Agreement

This Agreement shall take effect as of January 1, 2017, and shall continue for a term of two (2) years through December 31, 2018, or until the Legal Services assigned during the two-year term or option term, if any, are completed, whichever is later. However, the Agreement may be terminated in accordance with Sections 7.02 and 7.03.

Section 3.02 Timeliness of Performance

Legal Counsel shall use its best efforts to provide the Legal Services and Work Products within the time limits required under this Agreement as applicable, or from time to time as required by the Chief Legal Officer. Legal Counsel acknowledges that often deadlines for the Legal Services are dictated by the requirements of agencies or events outside the control of the CHA, that failure by Legal Counsel to meet these deadlines may result in economic or other losses to the CHA, and that in those circumstances, **Time Is Of The Essence.**

Section 3.03 Contract Extension Options

The Chief Legal Officer may at any time prior to the expiration of this Agreement elect to extend this Agreement subject to HUD approval up to a one (1) year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to the Legal Counsel.

The Chief Legal Officer may grant extensions to Legal Counsel for a total not to exceed one (1) consecutive year. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

ARTICLE 4 COMPENSATION AND FUNDING

Section 4.01 Basis and Method of Payment

A. The basis of payment for the satisfactory performance of the Legal Services required hereunder shall be reasonable attorney's fees at not more than the hourly rate(s) set forth in the Hourly Rate Schedule or Flat Rate Fee attached hereto as Exhibit II and incorporated by reference as if fully set forth herein. Legal Services will be assigned and performed by a Task Order to this Agreement in accordance with the provisions of Section 9.03 hereof. A Task Order for Legal Services shall not exceed $200,000.00 and if payment of attorneys' fees and costs for said Task Order exceeds $200,000.00, the increase must be approved by the CHA Board of Commissioners and HUD prior to payment.

B. Legal Counsel will be paid based on hours actually worked at not more than the agreed rate(s) set forth in Exhibit II. As a condition precedent for any payment to Legal Counsel under this Agreement, Legal Counsel shall submit to the CHA a statement of account which clearly sets forth at least the following information by dates (month, day, year): (1) the full name and number of the matter; (2) a detailed description of legal work performed; (3) the full name of the individual(s) who performed the work; (4) the amount of time billed to the tenth of an hour and appropriately charged for each described legal service/activity; and (5) the total number of hours charged under each rate for each attorney or paralegal.

Section 4.02 Funding, Budgets and Reimbursable Expenses

A. Pursuant to the CHA Outside Counsel Billing Guidelines, Legal Counsel shall prepare a legal services budget and submit the budget to the Chief Legal Officer. Legal Counsel is also required to prepare revisions of the legal services budget, as needed.

B. As detailed in the CHA Outside Counsel Billing Guidelines, Legal Counsel will be reimbursed for necessary out-of-pocket expenses such as filing costs, witness fees, printing and copying costs and similar expenses relating to the Legal Services, provided that such expenses shall not include Legal Counsel's normal office operating expenses.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to (1) availability of Federal funds from HUD, (2) the approval of funding by the CHA Board of Commissioners and the HUD Office of Regional Counsel, and (3) the Legal Counsel's satisfactory performance of the Legal 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 under this Agreement, then the CHA may notify Legal Counsel 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. No payments shall be made to Legal Counsel under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder. To the extent this Agreement is terminated due to the non-appropriation of funds, Legal Counsel shall turn over all Work Product to the Chief Legal Officer.

ARTICLE 5 DISPUTES

Except as otherwise provided in this Agreement, either Legal Counsel or the Chief Legal Officer shall bring any dispute concerning a question of fact arising under this Agreement which is not resolved to the CHA's Director of Procurement and Contracts for decision upon written submissions of the parties. The Director of Procurement and Contracts shall reduce his or her decision to writing and mail or otherwise furnish a copy of his decision to Legal Counsel. The decision of the Director of Procurement and Contracts shall be final and binding.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance

Legal Counsel shall procure and maintain professional liability insurance in the amount of $2,000,000.00 to protect the CHA from the acts, omissions and negligence of Legal Counsel, its partners, attorneys, agents, or employees. Legal Counsel will provide CHA on an annual basis Certificates of Insurance for the required insurance coverage. In addition, Legal Counsel shall notify the CHA of any change(s) in such insurance coverage, and hereby agrees to authorize its insurer to notify the CHA upon the occurrence of any material change(s) in coverage, including but not limited to, cancellation, non-renewal, reduction in coverage, or receipt of a claim against such policy or coverage with a potential recovery in excess of twenty (20%) percent of the amount of available coverage.

Legal Counsel shall require all attorney subcontractors to carry the insurance required in the amount required herein or the Legal Counsel 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 this Agreement.

Legal Counsel expressly understands and agrees that, whenever the Legal Counsel is covered by other primary, excess, or excess contingent insurance, any insurance or self-insurance programs maintained by the CHA shall apply in excess thereto and shall not contribute to insurance provided by Legal Counsel under this Agreement.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION

Section 7.01 Events of Default Defined

The following shall constitute events of default:

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

B. Legal Counsel's material failure to perform any of its obligations under this Agreement including, but not limited to, the following:

1. Failure to perform the Legal Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Legal

Services or due to a reason or circumstances within Legal Counsel's reasonable control;

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

3. Failure to promptly re-perform within a reasonable time Legal Services/Work Product that were rejected as erroneous or unsatisfactory;

4. Discontinuance of the Legal Services for reasons or circumstances within Legal Counsel's reasonable control;

5. Failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination;

6. Failure to follow status reporting and budgeting requirements of the Chief Legal Officer;

7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default; and

8. Failure to have and maintain the required licenses and certifications.

C. Any change in ownership or control of Legal Counsel without the prior approval of the Chief Legal Officer, which shall not be unreasonably withheld.

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

Section 7.02 Remedies

The occurrence of any event of default as described in Section 7.01 hereof which Legal Counsel has failed to cure within thirty (30) business days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default or, if such event of default cannot be reasonably cured within thirty (30) business days after notice, or if Legal Counsel has failed, in the sole opinion of the CHA, to commence and continue diligent efforts to cure, the CHA may, at its sole option, declare Legal Counsel in default. Whether to declare Legal Counsel in default is within the sole discretion of the Chief Legal Officer 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 Legal Counsel and such decision shall be final and effective upon Legal Counsel's receipt of such notice pursuant to Article 10. Upon giving such notice, the CHA may invoke any or all of the following remedies:

A. The right to take over and complete the Legal Services or any part thereof as agent for and at the cost of Legal Counsel, either directly or through others. Legal Counsel shall have, in such event, the right to offset from such cost the amount it would have cost the CHA under the terms and conditions of this Agreement, had Legal Counsel completed the Legal Services;

B. The right to terminate this Agreement as to any or all of the Legal Services yet to be performed effective at a time specified by the CHA;

C. Any appropriate equitable remedy;

D. The right to money damages, including but not limited to attorney's fees and costs;

E. The right to withhold all or any part of Legal Counsel's compensation hereunder; and,

F. The right to deem Legal Counsel non-responsible for future contracts to be awarded by the CHA.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.03 Termination for Convenience

The CHA may terminate this Agreement, or all or any portion of the Legal Services to be performed under it, at any time by a notice in writing from the CHA to Legal Counsel when the CHA deems the Agreement to be no longer in the best interests of the CHA. If the CHA elects to terminate the Agreement in full, all Legal Services to be provided hereunder shall cease upon the effective date stated in the notice, or if no date is stated in the notice, then the termination date shall be effective ten (10) days after the date the notice is received. Any notice shall be given in accordance with Article 10 of this Agreement.

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

Section 7.04 Suspension

The CHA may at any time request that Legal Counsel suspend its Legal Services, or any part thereof, by giving fifteen (15) days prior written notice to Legal Counsel or immediately in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. Legal Counsel shall promptly resume its performance of such Legal Services under the same terms and conditions as stated herein upon written notice by the Chief Legal Officer and such equitable extension of time as may be mutually agreed upon by the Chief Legal Officer and Legal Counsel when necessary for continuation or completion of the Legal Services.

No suspension of this Agreement shall in the aggregate exceed a period of forty-five (45) days within any one contract year. If the total number of days of suspension exceeds forty-five (45) days, Legal Counsel shall treat such suspension as a termination for convenience upon written notice by the CHA pursuant to Section 7.03 of this Agreement.

Section 7.05 No Damages for Delay

Legal Counsel agrees that it shall make no claims against the CHA for damages, services charges, additional costs or fees incurred by reason of delays or hindrances by the CHA in the performance of Legal Counsel's obligations under this Agreement.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

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

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

B. That no officer, agent or employee of the CHA is employed by Legal Counsel 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 Board of Commissioners and the HUD Office of Regional Counsel and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of Legal Counsel to any CHA employee or on behalf of any sub-consultants to Legal Counsel or higher tier sub-consultants or anyone associated therewith, as an inducement for the award of this contract or a subcontract or Task Order; and Legal Counsel 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 Legal Counsel shall not use the services of any ineligible (debarred or suspended) attorney or consultant for any purpose in the performance of its Legal Services under this Agreement; and

D. That Legal Counsel and its attorneys and sub-consultants are not in default at the

time of the execution of this Agreement, or deemed by the Chief Legal Officer to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the CHA;

E. That Legal Counsel has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the Legal Services required; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that the time available to it for such examination, analysis, and preparation was adequate;

F. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that Legal Counsel can and shall perform, or cause to be performed, the Legal Services in strict accordance with the provisions and requirements of this Agreement;

G. 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 officers, agents or employees, has induced Legal Counsel to enter into this Agreement or has been relied upon by Legal Counsel;

H. That Legal Counsel, its partners and attorneys are in good standing with the Illinois Attorney Registration and Disciplinary Board;

I. That Legal Counsel acknowledges that the CHA, in its selection of the Legal Counsel to perform the Legal Services hereunder, materially relied upon the Legal Counsel's proposal, that the aforesaid information was accurate at the time it was made, that no material changes to that proposal have been nor will be made without the express consent of the CHA;

J. That Legal Counsel understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination to this Agreement;

K. That Legal Counsel, its partners and attorneys, are not in violation of the provisions of U.S.C. Sec. 666 (a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-6 et seq., as amended respectively; and

L. That Legal Counsel shall act in accordance with the CHA's Ethics Policy, as amended from time to time.

Section 8.02 Joint and Several Liability

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

Section 8.03 Business Documents and Contractor's Affidavit

To the extent applicable, Legal Counsel shall provide upon CHA request copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreements, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registration as a sole proprietor or registrations of assumed names or limited partnerships.

Legal Counsel shall execute a Contractor's Affidavit before a notary public, and the Contractor's Affidavit shall be attached hereto as Exhibit V and incorporated by reference as if fully set forth herein.

Section 8.04 Conflict of Interest and Anti-Lobbying

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 Legal Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and or CHA executive or senior staff or employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

B. Legal Counsel covenants that its partners, attorneys and employees, or sub-consultants, 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 Legal Services hereunder. Legal Counsel further covenants that in the performance of this Agreement no person having any such interest shall be employed. Legal Counsel will insure that it and persons working on its behalf do not undertake any representation or other relationship that places Legal Counsel or the CHA in an actual or potential conflict of interest with any other individual or entity. Legal Counsel will advise the CHA in writing of any situation or representation that constitutes or appears to constitute an actual or potential conflict of interest immediately upon learning of such a situation or representation and will inform the CHA in writing of corrective courses of action available. Legal Counsel agrees to request a waiver of the conflict of interest from the Chief Legal Officer. Legal Counsel must fully detail the nature of the conflict of interest. Any waiver of the conflict of interest from the Chief Legal Officer must be in writing. Legal Counsel agrees that if the CHA determines that any of the Legal Counsel's legal services for others conflict with the Legal Services to be rendered under this Agreement, Legal Counsel shall terminate such other services immediately.

C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 2 CFR sec. 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 such 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 itself or for those whom it has family or business ties, during his or her tenure with the CHA or for one year thereafter.

D. Furthermore, Legal Counsel 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 ff. (1989), as amended.

Section 8.05 Non-Liability of Public Officials

No official, employee or agent of the CHA shall be charged personally by Legal Counsel, or by any assignee or subcontractor of Legal Counsel, with any liability or expenses of defense or be held personally liable to Legal Counsel under any term or provision of this Agreement, because of CHA's execution or attempted execution of this Agreement, or because of any breach hereof.

Section 8.06 Independent Contractor

Legal Counsel shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, or partner of the CHA.

Section 8.07 Annual Contributions Contract

Notwithstanding any provision contained herein to the contrary, the CHA and Legal Counsel hereby certify that Legal Counsel's Legal Services shall be performed in accordance with the provisions of the Annual Contributions Contract between HUD and the CHA.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement.

Section 9.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 9.03 Amendments, Task Orders and Approvals

A. No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Legal Counsel and by either the Chief Legal Officer or the Chief Executive Officer of the CHA or their respective designees. The CHA shall incur no liability for additional Legal Services without a prior written amendment to this Agreement.

B. Legal Services will be assigned and performed pursuant to a Task Order to this Agreement. The CHA shall not incur any liability for Legal Services without a prior written Task Order to this Agreement pursuant to this Section. No Task Order to this Agreement, or any part

thereof, shall be valid unless in writing and signed by the authorized agent of Legal Counsel and by the Chief Legal Officer of the CHA or their respective successors and assigns. A Task Order for Legal Services shall not exceed $200,000.00 unless authorized in writing.

C. Whenever in this Agreement, Legal Counsel is required to obtain prior written approval, the effect of any approval that may be granted 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 requested.

D. In the event Legal Counsel is handling an existing CHA matter pursuant to a previous Agreement and Task Order, upon the execution of the new Agreement, that matter may be assigned and performed pursuant to the new Agreement and to a new Task Order.

Section 9.04 Compliance with All Laws

The Legal Counsel shall at all times observe and comply with all applicable laws, ordinances, rules, regulations (including but not limited to HUD regulations) and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provisions(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement or such provision(s).

In furtherance (but not in limitation) of the immediately preceding paragraph, the Legal Counsel shall at all times observe and comply with, as applicable, the Uniform Administrative Requirements contained in 24 C.F.R. 200 et seq. (including but not limited to the provisions included in Appendix II to Part 200 referenced in 24 C.F.R. 200.326) incorporated into and made a part of this Agreement by this reference), as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as amended; the Fair Housing Act (42 U.S.C. 3601 et seq.), as amended; Exec. Order No. 11,063 (27 Fed. Reg. 11,527 (1962)), as amended by Exec. Order No. 12,259 (46 Fed. Reg. 1,253 (1980)); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as amended; the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5), each as amended; the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5), each as amended; the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), as amended; the Clean Air Act (42 U.S.C. 7401 et seq.), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; Exec. Order No. 11,246 (30 Fed. Reg. 12,319 (1965)), Exec. Order Nos. 12,086 (43 Fed. Reg. 46,501 (1978)) and 11,375 (32 Fed. Reg. 14,303 (1967)); Exec. Order No. 12,372 (47 Fed. Reg. 30,959 (1982)); the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 C.F.R. Part 3), each as amended; the Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352), as amended; Exec. Orders 12,549 (51 Fed. Reg. 6,370-71 (1986)) and 12,689 (54 Fed. Reg. 34,131 (1989) and the Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Additionally, the Legal Counsel 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.

The Legal Counsel shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Legal Counsel 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. Legal Counsel agrees that service of process on Legal Counsel 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 Legal Counsel or by personal delivery on any officer, director, or managing or general agent of Legal Counsel. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 9.06 Severability

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

Section 9.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. 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.

Section 9.08 Assigns

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

Section 9.09 Cooperation

Legal Counsel 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 expires on its own terms, Legal Counsel shall make every effort to assure an orderly transition to another legal counsel, if any, undertake the orderly demobilization of its own operations in connection with the Legal Services, and guarantee the uninterrupted provision of Legal Services during any transition period. Legal Counsel shall also otherwise comply with the reasonable requests and requirements of the CHA in connection with the termination or expiration of this Agreement.

Section 9.10 Miscellaneous Provisions

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

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between Legal Counsel and CHA shall be to the Office of the Chief Legal Officer. No verbal communication between the parties shall change any of the terms and conditions of this Agreement.

Section 10.02 Notices

Any notices sent to Legal Counsel shall be mailed by U.S. mail, postage prepaid to:

Mr. James F. Botana
Jackson Lewis P.C.
150 North Michigan Avenue, Suite 2500
Chicago, Illinois 60601

Notices sent to the CHA shall be mailed by U.S. mail, postage prepaid to:

Office of the Chief Legal Officer
Chicago Housing Authority
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Officer

ARTICLE 11 AUTHORITY

Section 11.01 CHA's Authority

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

Section 11.02 Conflicts

In the event of any conflict between the provisions of this Agreement and the regulations and/or policies of HUD, then the regulations and/or policies of HUD shall control.

Section 11.03 Legal Counsel's Authority

To the extent applicable, execution of this Agreement by Legal Counsel is authorized by a resolution of its Management Committee, if a professional corporation, and the signature(s) of each person signing on behalf of Legal Counsel have been made with complete and full authority to commit Legal Counsel to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

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

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens
Dionna Brookens
Chief Procurement Officer

JACKSON LEWIS, P.C.

By: J. Thu
(Its Partner or Authorized Officer)

DATE: 3-22-2017

FEIN NO: 46-3862389

Approved as to form and legality for Chicago Housing Authority purposes only:

CHICAGO HOUSING AUTHORITY
Office of the Chief Legal Officer

By:_____
James L. Bebley
Chief Legal Officer

EXHIBIT I

SCOPE OF SERVICES

Group A General Litigation

Statement of Work: The CHA seeks the assistance of Legal Counsel to litigate a variety of claims. The type of claims may include contract disputes, complex claims, class actions, commercial claims including construction, criminal defense or prosecution, professional liability litigation, employment litigation, regulatory issues and environmental liability claims. Occasionally, these various litigated matters result in the filing of an appeal from a final judgment. The CHA may assign Legal Counsel to handle such appeals. Respondents are not expected to be specialists in all of the above areas, but if the Respondent specializes in any particular types of litigation, the Respondent should state this information.

On a case-by-case basis, Legal Counsel may be retained when litigation is initiated or prior to filing of suit and the Legal Counsel will be required to:

1. Represent the interests of the CHA and its employees at all depositions, hearings, administrative tribunals, and trials;

2. Assist in/or conduct investigations surrounding the claim or alleged violations of local, state or federal statutes, or regulations;

3. File appropriate pleadings, motions, discovery, including reviews of records and/or documents;

4. Participate in and initiate discovery, including reviews of records and/or documents;

5. Coordinate the prosecution or defense process with the CHA's Office of the General Counsel;

6. Provide advice and consultation to the CHA's Office of the General Counsel and other CHA departments;

7. Represent the CHA in appeals of decisions and/or verdicts and must be thoroughly familiar with all state, and local and Federal Rules of Appellate Procedure;

8. File litigation status reports with the CHA's Office of the General Counsel and the Risk Management Department;

9. Present one (1) training session for each contract year for the CHA's Office of the General Counsel personnel on a *pro bono* basis;

10. Comply with the CHA's Office of the General Counsel's *Outside Counsel Billing Guidelines*;

11. Provide periodic reports in a form prescribed by the CHA to the CHA's Office of the General Counsel, Risk Management Department, HUD, or others as directed by the CHA; and

12. Provide litigation plans and related budget proposals to the CHA's Office of the General Counsel, HUD's Regional Counsel for Region V, and others, as directed by the CHA.

Attorneys or law firms responding to Group A must have at least ten (10) years of significant legal experience in representing corporate clients and/or governmental entities in litigation matters, including trial experience. Respondents shall submit an hourly fee proposal and may also submit proposals for other forms of fee compensation. The CHA may contract with one or more Respondents to provide legal services related to general litigation claims based on the demonstrated ability of the Respondents and the needs of CHA.

EXHIBIT I

SCOPE OF SERVICES

Group F - Labor Negotiations and Employment Law Matters

Statement of Work: The CHA employs approximately 500 staff to operate and maintain more than 25,000 units of conventional and scattered site public housing and oversee administration of the Section 8 housing choice voucher programs. Approximately sixty (60) of the CHA's employees are represented by two (2) unions:

- GENERAL SERVICE EMPLOYEES UNION, LOCAL NO. 73 OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC;
- INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 399, AFL-CIO;

Most of the collective bargaining agreements are for a term of two (2) years. On a case-by-case basis, Legal Counsel may be retained to represent the CHA during contract negotiations with various unions as well as representing the CHA in proceedings before the Illinois Local Labor Relations Board, in grievance hearings and in arbitration hearings and during negotiations. Legal Counsel should also be able to defend the CHA in litigation arising from the labor negotiations. Legal Counsel also may be required to provide advice and counsel on any matters within the full range of employment law. Legal Counsel will be required to:

1. Be thoroughly knowledgeable about Illinois and Federal law pertaining to labor practices, and union rules and the full range of employment law;

2. Represent the interests of CHA management during contract negotiations, grievance and arbitration proceedings and draft appropriate agreements and documents in employment matters;

3. Coordinate negotiations with the CHA's Office of the General Counsel, the Chief Executive Officer and the Director of Human Resources;

4. Provide consultation and advice to the CHA's Office of the General Counsel, the Chief Executive Officer and the Director of Human Resources;

5. File status reports with the CHA's Office of the General Counsel;

6. Present one (1) training session for each contract year for the CHA's Office of the General Counsel personnel on a *pro bono* basis;

7. Provide periodic reports in a form prescribed by the CHA and send to the CHA's Office of the General Counsel, HUD, or others as directed by the CHA; and

8. Comply with the CHA's Office of the General Counsel's Outside Counsel Billing Guidelines.

Attorneys or law firms responding to Group F (Labor Negotiations and Employment Law Matters) shall have at least ten (10) years of significant legal experience in representing management in labor negotiations, grievance and arbitration hearings and employment law matters. Respondents shall submit a proposal based on hourly fees and are encouraged to submit a flat fee proposal for all contract negotiations. Respondents may also submit proposals for other forms of fee compensation. The CHA may contract with one or more Respondents to provide legal services related to labor matters based on the demonstrated ability of the Respondents and the needs of the CHA.

FEE PROPOSAL FORM

Two (2) Year Base Term

JACKSON LEWIS

GROUP A: GENERAL LITIGATION

Hourly Rates for CHA:

Partner:	$300.00
Associate:	$250.00
Paralegal:	$ 90.00

Flat Rate (if applicable):

_____

_____

FEE PROPOSAL FORM

One (1) Year Option

JACKSON LEWIS

GROUP A: GENERAL LITIGATION

Hourly Rates for CHA:

Partner:	$300.00
Associate:	$250.00
Paralegal:	$ 90.00

Flat Rate (if applicable):

_____

_____

FEE PROPOSAL FORM

Two (2) Year Base Term

JACKSON LEWIS

GROUP F: LABOR NEGOTIATIONS AND EMPLOYMENT LAW MATTERS

Hourly Rates for CHA:

Partner:	$300.00
Associate:	$250.00
Paralegal:	$ 90.00

Flat Rate (if applicable):

_____

_____

FEE PROPOSAL FORM

One (1) Year Option

JACKSON LEWIS

GROUP F: LABOR NEGOTIATIONS AND EMPLOYMENT LAW MATTERS

Hourly Rates for CHA:

Partner:	$300.00
Associate:	$250.00
Paralegal:	$ 90.00

Flat Rate (if applicable):

_____

_____

CHICAGO HOUSING AUTHORITY'S
OUTSIDE COUNSEL BILLING GUIDELINES
(as of 12/01/16)

The Chicago Housing Authority ("CHA") retains a broad range of outside counsel to assist and augment its legal staff. A lawyer from the Chicago Housing Authority's Office of the Chief Legal Officer ("OCLO") will be designated as your firm's point of contact when dealing with the CHA ("Designated Contact"). The CHA, through its OCLO, is responsible for making all substantive decisions in matters for which outside counsel have been engaged.

These guidelines are applicable to all law firms retained by the CHA. If there are occasions or specific matters for which some of the procedures seem inappropriate, bring your concerns or special requests to the attention of your Designated Contact. The CHA reserves the right to modify these Billing Guidelines at any time.

STAFFING AND SUPERVISION

When the CHA retains outside counsel to work on a particular matter, we expect the lawyer whom we contact to be directly and intimately involved in that matter throughout its course, unless we otherwise specifically agree. We also expect to be consulted about other lawyers before they are assigned to work on any CHA matters and will not consider time expenditures for such lawyers to be authorized absent such consultation. You may not assign additional staff to any CHA matter without prior approval from the Designated Contact.

We expect that outside counsel will avoid:

- overstaffing CHA matters;
- shifting assigned personnel except when absolutely necessary and only when approved by the Designated Contact;
- charging for learning time of newly assigned lawyers when a shift in personnel is required;
- authorizing premature or peripheral legal or factual research;
- holding nonessential internal conferences about CHA matters; and
- routinely digesting, abstracting or summarizing documents and depositions; absent specific agreement otherwise.
- handling specific tasks through persons who are either overqualified (e.g., routine document review by a senior lawyer) or under-qualified (e.g., extensive research of general principles of law by junior associates);

The resources of the CHA's OCLO should be the starting point for your projects. For instance, it may be more efficient for us to gather and review files. For certain research activities (including legal research), or for business, financial or historical information, we expect you to look to the information and experience available through the CHA as a primary source. Accordingly, significant research projects and other non-routine activities that may involve the expenditure of considerable time by your firm should be discussed with us and approved in advance.

PROTOCOL

You and the Designated Contact should work closely together. In all circumstances, it is essential that you keep the Designated Contact fully and currently informed about the status of your matters and the import of new developments. By this we mean prompt personal communications where appropriate and periodic written status reports where appropriate.

You should consult with the Designated Contact regarding the various aspects of the matters to which you are assigned so that we can jointly determine whether, for example, a particular research project is necessary, a particular deposition makes sense from an economic standpoint, or a particular document production can be completed more economically in-house.

Should you communicate directly with any CHA employees outside of the Law Department or CHA vendors, you should report all such discussions on any matter of substance to the Designated Contact on the same day the matter is discussed.

All documents that you intend to file with a court or a government agency that may potentially affect the final disposition of a case must be sent to the Designated Contact with enough lead time to allow a meaningful review. Copies of final or as-filed documents should also be sent to the Designated Contact. In addition, the Designated Contact should be provided with copies of any memorandum, whether an internal research memorandum or one filed in a court, for which the CHA is to be charged a fee.

Settlement demands and overtures must be conveyed to the Designated Contact immediately. The Designated Contact will consult with the appropriate CHA official and will authorize settlement, if appropriate. No settlement may be entered into without prior approval of the Designated Contact.

Status Reporting for Personal Injury, Other Tort, Workers Compensation, and Employment-Related Litigation

Within two weeks of the receipt of a case or an assignment, you must acknowledge the acceptance in a letter directed to the Deputy General Counsel-Litigation enclosing the executed Task Order which should list the name of the responsible partner and any other lawyers or paralegals to be assigned to the specific matter. The acknowledgment letter should outline the activities to be performed within the first ninety days and provide a preliminary budget for those activities. Within ninety days thereafter, you should complete and forward a Status Report following a format provided by your Designated Contact. Your Status Report should provide the CHA with an initial evaluation and a proposed budget for the entire matter of the case or assignment. Interim status reports in letter form should be submitted every sixty days and should briefly update the information contained in the Status Report, even if there has been no activity.

As information becomes available, you should report all significant events directly to the Designated Contact. Significant events include depositions, witness interviews and court appearances. Depositions are to be briefly summarized in letter form and should include your impression of the witness, effect upon the case or assignment, effect on the CHA's strategy and recommendations for future activities.

Legal Counsel should notify the Designated Contact of all settlement conferences or trial dates as soon as the date is set, and they should discuss whether the Designated Contact or other CHA representative should attend any settlement conferences or trials.

At least six months prior to trial, Legal Counsel must submit a detailed evaluation of liability and damages for the case, including potential settlement amounts and verdict awards. You must obtain written authority from the Designated Contact to proceed to trial. During trial, you are expected to report daily to your Designated Contact.

All correspondence, significant pleadings, acknowledgment letters, Status Reports, information and documents should be forwarded to:

Deputy General Counsel - Litigation
Chicago Housing Authority
Office of the Chief Legal Officer
60 East Van Buren, Twelfth Floor
Chicago, IL 60605

Status Reporting for Non-Litigation Matters

Within two weeks of the receipt of an assignment on a non-litigation matter, you must acknowledge acceptance in a letter directed to the Designated Contact enclosing the executed Task Order which should list the name of the responsible partner and any other lawyers or paralegals to be assigned to the specific matter. The acknowledgment letter should outline the activities to be conducted within the first ninety days and provide a preliminary budget for those activities. Within ninety days thereafter, you must provide a budget through the conclusion of the matter. Legal Counsel and the Designated Contact should agree on the most appropriate reporting procedures thereafter.

All correspondence, significant matters, acknowledgment letters, Status Reports, information and documents should be forwarded to the appropriate Designated Contact at the address below:

Chicago Housing Authority
Office of the Chief Legal Officer
60 East Van Buren, Twelfth Floor
Chicago, IL 60605

BUDGET

You will be required to provide a budget when you are retained to handle a matter. Legal fees and costs must not exceed the budgeted amount without prior approval.

The budget must specifically include the work expected to be done, the identity and the billing rate of each lawyer and paralegal assigned to the matter, and the amount of time the work is expected to take. This budget should be updated quarterly. Any variances from the proposed budget should be clearly shown. You must notify the Designated Contact if it becomes apparent that the budget is being or will be exceeded.

Unless otherwise approved in advance, the CHA will not pay charges for time spent preparing budgets or monthly bills.

EXPENSES

The CHA will reimburse your firm for out-of-pocket expenses at your firm's cost, except for certain disbursements that will not be paid unless agreed to in advance by the Designated Contact.

Messenger Services. We will reimburse you for actual charges billed to your firm for deliveries (including overnight express), but only when such expedited delivery is necessary. All decisions about modes of delivery, from hand delivery to overnight express, to electronic transmission, should be made with due regard for need, economy and good sense. We will not pay for in-house messenger services.

Local and Surface Travel. If you are required to travel more than 100 miles round trip on CHA business, we will reimburse reasonable mileage rates for the use of personal cars or the actual cost of buses or trains necessitated by the CHA's business, which are not part of your lawyers' or employees' commuting costs during regular business hours in accordance with applicable CHA policies.

Out-of-Town Travel. Any out of town travel must be approved in advance by your Designated Contact. Only in unusual circumstances will travel by more than one attorney be approved. Charges for attorney time during travel are reimbursable only if such time is actually used in performing services for the CHA. You must make travel arrangements by means that will insure that the best and most reasonable prices for air or ground transportation are obtained. We will reimburse your firm only for coach rates. We will reimburse your firm for reasonable hotel charges and for reasonable meal charges. Please see the reimbursement rates for travel expenses as listed on the attached sheet. We will not pay for personal expenses incurred in conjunction with such travel (for example, entertainment, alcohol, dry cleaning).

Experts and Consultants. The selection and retention of appraisers, experts and consultants must be coordinated with and approved by the Designated Contact. These charges must be itemized on your bill.

Other Expenses. The CHA will pay the actual cost of services such as court reporting, printing and the acquisition of specific materials if such expenses were approved in advance by the Designated Contact.

Non-Reimbursable Expenses. Unless authorized in advance by the Designated Contact, the CHA will **NOT** pay for the following expenses or charges:

- secretarial, clerical or word processing services (normal, temporary or overtime);
- administrative, clerical and other services such as proofreading, file creation, file organization and maintenance, "clearing conflicts," and personnel training;
- accounting services;
- photocopy expenses at more than 10 cents per page;

- facsimile charges, other than actual long distance charges associated with the transmission; local telephone expenses;
- office supplies;
- charges for business meals or refreshments (unless related to out of town travel);
- local travel expenses;
- in-house messenger services;
- costs associated with purchase or rental of equipment such as copiers, fax machines, computers, software, postal machines, etc.;
- computerized research unless approved in advance;
- normal postage;
- charges associated with preparing an invoice or resolving disputes over invoices.

LAWYER AND PARALEGAL TIME REPORTING

Minimum Charges. All professional time must be billed to the nearest one-tenth (0.1) of an hour for each activity included in a billing entry.

Daily Time Descriptions by Lawyer or Paralegal. The CHA will not pay for "blocked entries," namely a line item with a single time charge for multiple activities. A time charge must accompany each activity.

> For example, the following is not acceptable:
>
> 10/2/00--5.00 hours--Phone conference with Hargrove re deposition; conference with client re same; prepare substantive changes to Answer; attend deposition of Hargrove.
>
> The following is acceptable:
>
> 10/2/00--5.00 hours--Phone conference with witness Hargrove re deposition (.20); conference with client name re same (.50); prepare substantive changes to Answer (1.30); attend deposition of Hargrove (3.00).

Attendance at Meetings, Hearings, Depositions. The CHA generally will pay for only one attorney from your firm to attend depositions, meetings, or arguments. The CHA recognizes that additional people as identified in your budget may be needed for trials and major hearings. Prior approval from the Designated Counsel must be obtained if time is to be billed for more than one attorney to attend a meeting, deposition, trial or hearing. In addition to the above restrictions, we will not accept bills of a "miscellaneous" or "other" category of expenses. We will not pay charges, however designated on your invoice, attributable specially to weekend work (other than charges in the permitted categories detailed in this section), or for air conditioning, heating, office machine attendants, lighting, parking, clerical assistance, or other costs associated with the maintenance of a law office.

Legal Research. You should obtain prior approval from the Designated Contact before conducting a legal research project that is expected to exceed two (2) hours. When seeking approval, you should be prepared to address the purpose of the research; who will perform the research; whether the

research can be performed effectively by lower-level personnel; whether the firm has previously conducted research on these or similar issues; whether the lawyer has access to prior research on the same topic; and the approximate number of hours needed to complete the research. The CHA should not be charged for routine research.

Research concerning matters of common knowledge among reasonably experienced counsel in the Chicago area is considered routine. Where circumstances exist that enable you to use your data banks, the CHA should only be charged for research connected with updating previously researched materials. It is expected that paralegals or junior associates will be used for research matters, avoiding extensive research time expended by partners or senior associates. Copies of research products prepared for a CHA matter should be forwarded to the Designated Contact.

Vague Descriptions. The use of vague or generally described activities is unacceptable. Generic and general activity descriptions that lack specificity, such as the following examples, are not appropriate and will not be compensated:

- Arrangements with
- Conference with
- Discussion with
- Meeting with
- Discovery
- Work on file
- Research
- Motion work
- Review/draft document
- Receipt of documents
- Prepare correspondence
- Review correspondence
- Review case and issues
- Telephone call
- Meeting preparation
- Closing preparation
- Update strategy
- Work on project

Billings for discussions, meetings, and telephone calls should specifically describe the parties, the subject, and the purpose. Any correspondence, pleading and other document that is prepared or reviewed must be identified and described. Any legal or factual research must identify the issue(s) researched.

Office Conferences. The CHA will not allow for non-essential intra-office conferences, and it will pay for only reasonable amounts of time expended on essential conferences on substantive matters. The CHA will not pay for intra-office conferences that are either administrative or educational in nature.

Reviewing Files. The CHA should not be charged for general, diary or status file reviews. A file review that is not precipitated by an event (such as a telephone call or receipt of correspondence) or that does not result in the creation of any tangible work product should not be billed to the CHA. The CHA will not pay for the review of a file by a party who is merely supervising the work of another law firm employee. Such supervision is considered part of the firm's overhead and is already contained in the firm's hourly rate structure. The CHA will not pay for time spent by newly assigned attorneys or paralegals to familiarize themselves with a matter on which staffing has changed while the case is in progress.

Paralegal Functions. Examples of activities that should generally be performed by paralegals are:

- preparing first drafts of basic forms and documents;
- ordering searches;
- ordering public records documents for closings;
- organizing materials;
- organizing and re-organizing files that involve case documents such as separating and cataloging responses to requests for production of documents;
- indexing file material if professional judgment with respect to categorization is required;
- preparing subpoenas for deposition, entry of appearance, substitution of counsel, routine interrogatories and requests to produce, jury trial demands, and other routine litigation documents;
- summarizing answers to interrogatories;
- preparing records requests and subpoenas;
- summarizing employment and other records;
- abstracting depositions.

Secretarial/Clerical/Administrative Functions. The CHA should be billed for work performed only by professionals (attorneys and paralegals), and it should not be charged an hourly or flat rate or fee for work that is secretarial or clerical or administrative in nature. The CHA considers the following services to be clerical, administrative or secretarial in nature, and it should not be charged for them regardless of who performs the task:

- scheduling meetings and appointments;
- making travel arrangements;
- maintaining calendars;
- filing, organizing or reorganizing files;
- date-stamping documents;
- pick-up or delivery of documents and records;
- preparing documents for mailing or shipping;
- tabbing or indexing file materials (unless professional judgment as to the index categories must be used);
- creating and organizing binders, notebooks, folders, files, etc.;
- ordering vendor services and providing instructions to vendors;
- processing vendor bills;
- collating;
- organizing files for storage;
- updating lists;
- copying and binding documents;
- inventorying documents;
- preparing enclosure letters;
- preparing invoices and negotiating billing questions.

FORMAT OF INVOICES

All matters should be invoiced on a sixty (60) day basis, regardless if there were services provided for in a given month. Final invoices which should be submitted within thirty (30) days of the final activity. A single original invoice should be submitted to the Chief Legal Officer for review, processing and payment. Copies of invoices for reimbursable expenses should be submitted with the original invoice for professional services. Duplicate and/or copies of invoices should not be submitted to any other CHA department.

The format of the itemized statement must include the following information for each matter:

- the complete name or title of the matter as outlined in the assignment letter;
- a unique invoice number for the particular bill;
- your firm's taxpayer identification number;
- your firm's Lawson identification number;
- the name of the Designated Contact;
- the inclusive dates of the months covered by the bill;
- the name, status, hourly rate, total hours billed (not recorded), and total amount billed for each lawyer or paralegal whose rates compose the fee; and
- an itemized list of permissible disbursements and the actual or permissible charge for each disbursement.

Each 60-day invoice submitted for payment should include a cover sheet, a copy of which is attached for your convenience. You must include with your statement both time sheet or diary detail for time charges and copies of invoices or internal data compilations for all disbursements.

Only those statements submitted in accordance with the foregoing procedure will be processed. Any statement that does not contain the specified information will be returned to your firm with a request for revision and/or explanation.

The CHA has the right to examine and audit all of your firm's billings for any work charges to the CHA and all of the supporting data for those billings.

OUTSIDE LEGAL SERVICES

(input Firm's Name and Address)

FIRM'S LAWSON ID #_____

FIRM'S TAX PAYER ID #_____

CHA DESIGNATED CONTACT:_____

Invoice No: _____

Date of Invoice: _____

Re: Full caption of matter assigned, including court number if applicable
(as listed on the Task Order)

Legal services rendered and out-of-pocket expenses incurred in connection with the above-captioned matter for the period **(input the <u>two-month</u> period)**:

(Name of Attorney/Partner or Associate)	$150.00/hour 5 hours	$ 750.00
(Name of Attorney/Partner or Associate)	$125.00/hour 15 hours	$ 1,875.00
(Name of Paralegal/Paralegal)	$ 50.00/hour 3 hours	$ 150.00
	Total Attorneys'/Paralegals' Fees:	$ 2,775.00
	Total Expenses:	$ 20.00
	Invoice Total:	**$ 2,795.00**

<u>Summary of Billing History to Date (including this invoice)</u>

Total billed to date for attorneys'/paralegals' fees:	$ 2,775.00
Total billed to date for expenses:	20.00
Total amount billed to date:	$ 2,795.00

EXHIBIT IV

MBE/WBE/DBE UTILIZATION PLAN

SECTION 3 UTILIZATION PLAN

Representing Management Exclusively in Workplace Law and Related Litigation

jackson|lewis
Attorneys at Law

Jackson Lewis P.C.
150 North Michigan Avenue
Suite 2500
Chicago, Illinois 60601
Tel 312 787-4949
Fax 312 787-4995
www.jacksonlewis.com

ALBANY, NY	GREENVILLE, SC	MONMOUTH COUNTY, NJ	RALEIGH, NC
ALBUQUERQUE, NM	HARTFORD, CT	MORRISTOWN, NJ	RAPID CITY, SD
ATLANTA, GA	HONOLULU, HI*	NEW ORLEANS, LA	RICHMOND, VA
AUSTIN, TX	HOUSTON, TX	NEW YORK, NY	SACRAMENTO, CA
BALTIMORE, MD	INDIANAPOLIS, IN	NORFOLK, VA	SALT LAKE CITY, UT
BIRMINGHAM, AL	JACKSONVILLE, FL	OMAHA, NE	SAN DIEGO, CA
BOSTON, MA	KANSAS CITY REGION	ORANGE COUNTY, CA	SAN FRANCISCO, CA
CHICAGO, IL	LAS VEGAS, NV	ORLANDO, FL	SAN JUAN, PR
CINCINNATI, OH	LONG ISLAND, NY	PHILADELPHIA, PA	SEATTLE, WA
CLEVELAND, OH	LOS ANGELES, CA	PHOENIX, AZ	ST. LOUIS, MO
DALLAS, TX	MADISON, WI	PITTSBURGH, PA	TAMPA, FL
DAYTON, OH	MEMPHIS, TN	PORTLAND, OR	WASHINGTON, DC REGION
DENVER, CO	MIAMI, FL	PORTSMOUTH, NH	WHITE PLAINS, NY
DETROIT, MI	MILWAUKEE, WI	PROVIDENCE, RI	
GRAND RAPIDS, MI	MINNEAPOLIS, MN		

*through an affiliation with Jackson Lewis P.C., a Law Corporation

MY DIRECT DIAL IS: (312) 803-2506
MY EMAIL ADDRESS IS: BOTANAJ@JACKSONLEWIS.COM

April 13, 2017

VIA E-MAIL ONLY
PERSONAL AND CONFIDENTIAL

Sainey Jobe
Compliance Manager
Chicago Housing Authority
60 E. Van Buren
12th Floor
Chicago, IL 60605

Re: M/W/DBE Alternative Credit for Chicago Housing Authority Legal Services Agreement

Dear Sainey Jobe:

Thank you for the opportunity to provide additional information regarding Jackson Lewis' diversity initiatives as they relate to M/W/DBE Alternative Credit as part of the Chicago Housing Authority's Legal Services Agreement. Below please find the requested information for each of the four categories:

1. **Will a minority/woman attorney be the billing partner for the legal services contract with CHA?**

Yes. I will be the billing partner for this legal services contract. I am a Hispanic principal in this firm. I am the co-chair of Jackson Lewis' Hispanic-American Attorney Resource Group, a group of attorneys in the firm who specialize in providing assistance in workplace law matters to businesses with a large Hispanic workforce. I am also a founding member of the firm's Diversity Committee.

2. **What is the percentage of ownership interests of your firm by such minority/women attorney (if applicable)?**

We cannot break down the percentage of ownership for any individual attorney. Jackson Lewis P.C. is a corporation, not a partnership. As such, no attorney owns a specific percentage of the firm. Instead, all equity partners are owners of the firm; we are all entitled to vote on firm matters and to be elected for positions of leadership within the firm.

jackson|lewis
Attorneys at Law

The chart below sets forth the percentage of minorities in the firm, including minorities in positions of leadership.

	Total Members	# Minority	# of female (incl. min.)	% Minority	% Female
Equity Principals	237	21	62	9%	26%
Income Principals	198	28	79	14%	40%
Total Principals	**435**	**49**	**141**	**11%**	**32%**

Board Member	10	1	3	10%	30%
Office Managing Principals	48	5	17	10%	35%
Practice Groups	29	5	5	17%	17%
Litigation Managers	50	5	18	10%	36%
PAAC	11	3	4	27%	36%
Advisory Committee	21	6	5	29%	24%

3. **If the percentage of ownership of the minority/women attorney is the minimum for your firm, is the minority/women attorney the only owner at that level?**

See response to question 2, above. As a professional corporation and not certified as a minority owned firm, Jackson Lewis is not required to have a minimum minority ownership.

4. **Describe any significant leadership roles and decision making authority of the minority/women attorney within your firm.**

Please see our response to question 2 above regarding minority/women Board Members, Office Managing Principals, Practice Groups, Litigation Managers, PAAC and Advisory Committee roles.

Sincerely,

JACKSON LEWIS P.C.

James F. Botana

JFB\mj

jackson|lewis
Attorneys at Law

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Sincerely,

JACKSON LEWIS P.C.

James F. Botana

JFB\mj

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division
SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

RFP/IFB/CONTRACT/PURCHASE ORDER NO: RFP #1366 - Legal Services DATE FORM SUBMITTED: December 9, 2016

PROJECT TITLE: Chicago Housing Authority Request for Proposal for Legal Services

PRIME CONTRACTOR NAME(S): Jackson Lewis P.C.

ADDRESS: 150 N. Michigan Ave, Chicago, IL 60601 TELEPHONE: (312) 803-2506

CONTACT NAME/TITLE: James Botana, Chicago Office Managing Principal

E-MAIL ADDRESS: BotanaJ@jacksonlewis.com

Certification Status: MBE ____ WBE ____ DBE ____ Certified By: N/A

Ethnicity: ____ Gender: ____

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO. : 4603862389

CONTRACT AMOUNT: $200,000

M/W/DBE TOTAL: $0 (We are requesting a full waiver)

M/W/DBE TOTAL PERCENTAGE: 0 %

NOTE: The M/W/DBE Total represents the sum of all of the subcontracts listed on this Schedule A, including Self-Performing Prime's portion.

PRIME SELF-PERFORMER? Yes____ NO X IF YES, SELF-PERFORMANCE AMOUNT: $____ %____

The Contractor shall in determining the manner of M/W/DBE participation, first consider **Direct Participation** with M/W/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. After exhausting reasonable good faith efforts and with prior CHA approval, the bidder/proposer may also meet all or part of the CHA's M/W/DBE commitment goals, through **Indirect Participation**, by contracting with M/W/DBEs for the provision of goods and services not directly related to the performance of the contract/scope of work. Indirect participation can be demonstrated by providing copies of canceled checks (both front and back) paid to the certified subcontractors, and a Letter of Certification that was current at the time the checks were issued to the subcontractor (must be entered into B2Gnow and Contract Compliance Specialist will approve). Indirect participation must occur within this contract period and will not be considered as acceptable participation on multiple contracts.

Firms seeking M/W/DBE subcontracting credit via Direct or Indirect participation must include **one (1) current certification** from a CHA approved certifying agency. A copy of a current Letter of Certification is required. Applications for certified status will not be accepted. M/W/DBEs utilized for direct or indirect participation must be currently certified by one of the following agencies: City of Chicago, METRA, PACE, Cook County, State of Illinois - Central Management Services (CMS), Women Business Development Center (WBDC), Chicago Transit Authority (CTA), the Chicago Minority Supplier Development Council (CMSDC), Illinois Department of Transportation (IDOT), and/or the Small Business Administration (SBA 8(a)). For contractors whose principal business address is located outside of the metropolitan Chicago area, certification of comparable agencies will be considered.

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

I. DIRECT PARTICIPATION

Given Jackson Lewis' national size and scope, the in-house resources available in our 34-attorney Chicago office, as well as the highly confidential nature of our practice and the legal field, we will not need to contract with any outside organizations for completion of this project.

A. COMPANY NAME: N/A

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

B. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

C. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division
SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

D. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

E. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

F. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

G. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

H. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

I. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

II. INDIRECT PARTICIPATION

Given Jackson Lewis' national size and scope, the in-house resources available in our 34-attorney Chicago office, as well as the highly confidential nature of our practice and the legal field, we will not need to contract with any outside organizations for completion of this project.

A. COMPANY NAME: N/A

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

B. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

C. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division
SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

D. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

E. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

F. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE:( ) _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts supplier agreements, purchase orders referencing the SPEC., RFP, or Purchase Order Number shall be forwarded to the Procurement & Contracts Department, Contract Compliance Section, 60 East Van Buren, 13th Floor, Chicago, IL 60605.

I do solemnly declare and affirm under the penalty of perjury that the contents of the forgoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

NAME OF PRIME CONTRACTOR (Print or Type)

Jackson Lewis P.C.

AUTHORIZED OFFICER

James Botana | [signature] | 12-10-2016

Name | Signature | Date

OFFICIAL SEAL
PAULA J DELGADO
Notary Public - State of Illinois
My Commission Expires Nov 8, 2018

NAME OF NOTARY (Print or Type)

PAULA J. DELGADO

STATE OF IL COUNTY OF Cook ON THIS 12th DAY OF DECEMBER 2016 BEFORE ME APPEARED (NAME) James Botana TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY (NAME OF COMPANY) Jackson Lewis PC TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC [signature] (SEAL) COMMISSION EXPIRES:

11/8/2018

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN

(To Be Completed by Prime Contractor)

PRIME/GENERAL CONTRACTOR'S NAME: Jackson Lewis P.C.

RFP/IFB/RFQ/CONTRACT or PO NUMBER: RFP #1366 DATE FORM COMPLETED: December 9, 2016

PROJECT TITLE: Chicago Housing Authority Request for Proposal for Legal Services

CONTACT NAME/TITLE: James Botana, Chicago Office Managing Principal

E-MAIL ADDRESS: BotanaJ@jacksonlewis.com CONTRACT AMOUNT: $200,000

PLEASE READ CAREFULLY AND SIGN THE ACKNOWLEDGMENT ON PAGE 4
PRIOR TO COMPLETING AND SUBMITTING SCHEDULE B

Overview:

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135 and the CHA's Section 3 Policy. The Contractor hereby submits Schedule B to identify employment, subcontracting, and other opportunities for Chicago Housing Authority residents and low income Chicago area residents during the term of the contract between the Contractor and CHA. Any changes to this Utilization Plan must be approved by the Contract Compliance Specialist, via an amended Schedule B and Section 3 Change Form, when requested.

Type of Contract	Contract Amount	Section 3 Requirements		
		Hiring	Contracting	Other Economic Opportunities
Construction	All Contract Values	30% *Of all <u>new</u> hires*	10% *Of total contract value subcontracted*	See instructions
Other Contracts *(Including Professional Service)*	All Contract Values	30% *Of all <u>new</u> hires*	3% *Of total contract value subcontracted*	See instructions

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN

(To Be Completed by Prime Contractor)

Instructions:

Part I: Hiring

- Per 24 CFR 135.30, Section 3 requires at least 30% of the contractor's new hires be Section 3 residents.
- The prime contractor is <u>required</u> to fill out the **Table I.b Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors** in **Part I: Hiring**. This chart includes Section 3 hires, ***<u>AS WELL AS</u>*** all other non-section 3 hires for the scope of work.
- **Table I.a SAMPLE Hiring Chart Entire Workforce for both Prime and all Subcontractors** is provided to you as a sample.
- **Table I.b Hiring Chart Entire Workforce for both Prime and all Subcontractors** will require you to indicate the total workforce that you and your subcontractors already have in place and those you need to hire. You will need to list their (1) Job Titles, (2) Total Employees Needed at each Job Title, (3) Total Number of Employees Currently Employed at each Job Title, (4) Total New Hires Needed for each Job Title, (5) Total Section 3 Hires for each Job Title, (6) Total Columns (1) through (5) individually, and (7) Total New Section 3 Hires Required and (8) Percentage of New Hires that are Section 3.
- By filling out the hiring chart, the Contractor affirms that the jobs identified for Section 3 residents shall be for meaningful employment.
- A Prime Contractor may satisfy the CHA Resident Hiring Requirements through the hiring of Section 3 residents through his/her subcontractors.
- The Hiring Chart must be completed in its entirety, including a response for each column, in addition to proper calculations in each field where totals are required.
- If any proposed Section 3 positions cannot be filled, a Section 3 Change Form is required under the Section 3 Policy.
- Prime Contractors and Subcontractors are required to use CHA's Section 3 Job Opportunities website to fill all Section 3 positions.

Part II: Contracting

- Per 24 CFR 135.30, Section 3 requires Construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 3% of the work for all Other Contracts.
- ***The definition of 'Section 3 Business Concern' under HUD Regulations is:***
  (1) 51 percent or more owned by section 3 residents; or
  (2) 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
  (3) 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."
- Section 3 subcontracting refers to <u>direct participation</u> (only subcontracts for work that is included in the scope of the project).
- Contractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in 24 CFR 135.36.
- The Prime Contractor is required to fill out the contracting information in Table II: Contracting Commitments, Table II.a: Section 3 Business Concern Contracts, Table II.b.: Contracting Shortfall (if necessary), and/or Table II.c: Outreach Efforts (if necessary) of Part II.
- **Table II: Contracting Commitments** requires you to indicate the Total Dollar Value being subcontracted to Section 3 Business Concerns **and** the percentage of the total contract value, to which the total of all Section 3 Business Concern subcontracts is equivalent.

SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

- **Table II.a. Section 3 Business Concern Contracts** requires you to identify each Section 3 Business Concern that will hold a subcontract under this Contract. The Company's Name, Contract Value, and Scope of Work to be Performed must be identified in order for the plan to be considered complete. A corresponding Schedule C must be submitted with the Schedule B.
- **Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts** must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.
    - When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
    - If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the 'reasons for not subcontracting'.
    - This is required before Other Economic Opportunities are proposed.
- **PRIME CONTRACTOR MUST USE CHA'S SECTION 3 JOB OPPORTUNITIES WEBSITE TO IDENTIFY AND HIRE ANY AND ALL SECTION 3 EMPLOYEES. CHA WILL NOT CONSIDER OR AUTHORIZE ANY ALTERNATE PROPOSALS TO IDENTIFY SUCH EMPLOYEES.**

Part III: Other Economic Opportunities

- In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the **Table III: Other Economic Opportunities Plan(s).**
- **PLEASE NOTE THAT THE INABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENT MUST BE DOCUMENTED COMPLETELY IN PART I: HIRING AND PART II: CONTRACTING BEFORE COMPLETING PART III: OTHER ECONOMIC OPPORTUNITIES.**
- Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in Part III: OTHER ECONOMIC OPPORTUNITIES.
- If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
    - **Hiring Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund. ***NOTE: The amount shall not exceed $100,000 for any one contract.***
    - **Contracting Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund. ***NOTE: The amount shall not exceed $500,000 for any one contract.***
    - A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities. ***NOTE: The amount shall not exceed $500,000 for any one contract.***

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN

(To Be Completed by Prime Contractor)

- Charts have been provided for each category accepted under Other Economic Opportunities. You must outline the actual proposed opportunity, how you will measure the success of this opportunity, and the anticipated results. You will only need to complete the tables that apply to your Section 3 Plan.
- Please reference the Section 3 Policy for more details.

This page (page 4) must be signed by a Principal of the Contractor. The last page (page 12) must be signed and notarized. This document is subject to change, by the CHA, at any time.

Prime Contractor Acknowledgement of Section 3 Requirements:

	12-10-2016
Signature of Principal of Contractor	**Date**
James Botana	
Print Name	

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

Part I: Hiring

SAMPLE HIRING CHART

Table I.a: SAMPLE Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors

(1)	(2)	(3)	(4)	(5)
Job Titles	Total Number of Employees Needed at each Job Title	Total Number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for Each Job Title
List the Job Titles that are needed to complete your scope of work- including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.	*List how many employees are needed to complete the Scope of Work for each Job Title.*	*List how many employees are currently employed at this position.*	*List how many of these positions are currently open.*	*List the number of Section 3 hires you will commit to for each position.*
Painters	10	8	2	0
Laborers	20	19	1	1
Carpenters	15	15	0	0
Bricklayers	4	4	0	0
Sprinkler Fitter	3	3	0	0
Marble Mason	1	1	0	0
Electrician	6	5	1	0
Power Equipment Operator	2	2	0	0
Iron Worker	5	5	0	0
Cement Mason	2	2	0	0
Plumber	4	4	0	0
Roofer	10	10	0	0
Administrative Assistant	2	1	1	1
Superintendent	1	1	0	0
Payroll Coordinator	1	0	1	1
(6) Totals:	**86**	**80**	**6**	**3**

SAMPLE HIRING CHART

(7) Total New Section 3 Hires Required: *(Total of column (4) x 0.3) round up to the nearest whole number*	**2**	
(8) Percentage of New Hires that are Section 3: *(Total of column (5) ÷ Total of column (4)) × 100= % of New Hires*		**50%**

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN

(To Be Completed by Prime Contractor)

In the Section below, complete the hiring chart in accordance with the instructions on page 2. Please reference the Sample Hiring Chart.

Table I.b: Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors

(1)	(2)	(3)	(4)	(5)
Job Titles	Total Number of Employees Needed at each Job Title	Total Number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for Each Job Title
List the Job Titles that are needed to complete your scope of work- including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.	*List how many employees are needed to complete the Scope of Work for each Job Title.*	*List how many employees are currently employed at this position.*	*List how many of these positions are currently open.*	*List the number of Section 3 hires you will commit to for each position.*
Attorneys	34	34	0	0
Paralegals	3	3	0	0
Administrative Staff	10	10	0	0
Office Staff	5	5	0	0
Marketing	3	3	0	0
Accounting	2	2	0	0
IT	1	1	0	0
(6) Totals:	58	58	0	0

(7) Total New Section 3 Hires Required: *(Total of column (4) x 0.3) round up to the nearest whole number*	0	
(8) Percentage of New Hires that are Section 3: *(Total of column (5) ÷ Total of column (4)) x 100= % of New Hires*		0

SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

Part II: CONTRACTING

Table II: Contracting Commitments

In the section below, outline the total dollar value and percentage of the total contract value that will be subcontracted with Section 3 Business Concerns.

Total Dollar Value of Section 3 Business Concern Contracts:	$0
Total Percentage of Section 3 Business Concern Contracts:	0%

Table II.a.- Section 3 Business Concern Contracts: In the table on the next page, outline the Section 3 Business Concerns that will be working on this contract. *(Note: Each subcontractor listed below must submit a corresponding Schedule C)*

Contracts to Section 3 Business Concerns

COMPANY NAME: N/A

ADDRESS:_____

CONTACT PERSON:_____ TELEPHONE:_____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE:_____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

COMPANY NAME: N/A

ADDRESS:_____

CONTACT PERSON:_____ TELEPHONE:_____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE:_____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

(If more space is needed, you can use page 8 multiple times)

SCHEDULE B - SECTION 3 UTILIZATION PLAN

(To Be Completed by Prime Contractor)

Contracts to Section 3 Business Concerns (continued)

COMPANY NAME: N/A

ADDRESS:

CONTACT PERSON: TELEPHONE:

E-MAIL ADDRESS:

ORIGINAL CONTRACT DOLLAR VALUE:

AMENDED CONTRACT DOLLAR VALUE:

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

COMPANY NAME: N/A

ADDRESS:

CONTACT PERSON: TELEPHONE:

E-MAIL ADDRESS:

ORIGINAL CONTRACT DOLLAR VALUE:

AMENDED CONTRACT DOLLAR VALUE:

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

COMPANY NAME: N/A

ADDRESS:

CONTACT PERSON: TELEPHONE:

E-MAIL ADDRESS:

ORIGINAL CONTRACT DOLLAR VALUE:

AMENDED CONTRACT DOLLAR VALUE:

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

Table II.b: Contracting Shortfall

If the Prime Contractor cannot meet the minimum contracting requirements, outlined on pages 2 through 4, provide the reasoning below. You must include the scope of work and why you cannot meet the requirements. For additional space, please attach a document on your company's letterhead.

Given Jackson Lewis' national size and scope, the in-house resources available in our 34-attorney Chicago office, as well as the highly confidential nature of our practice and the legal field, we will not need to hire any additional attorneys or staff to complete this project.

Table II.c: Outreach Efforts

If the Prime Contractor is unable to find subcontractors, after exhausting all good faith efforts, to perform under this scope of work, list the Companies that were contacted for subcontracting opportunities for this contract.

Outreach Efforts	
Business Name:	N/A
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for not subcontracting:	

Business Name:	N/A
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for not subcontracting:	

SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

Part III: OTHER ECONOMIC OPPORTUNITIES

Table III: Other Economic Opportunities Plan(s)

THIS SECTION MUST BE COMPLETED IF YOUR PLAN DOES NOT MEET THE MINIMUM HIRING *(30% OF NEW HIRES)* AND/OR CONTRACTING *(10%/3%)* REQUIREMENTS.

In the space provided below, please outline your plan to provide other economic opportunities to a Section 3 or low-income person (if more space is needed, please provide an attachment to this Schedule B). Examples of plans may include internship programs, mentorship programs, and teaming agreements. Please note that any indirect subcontracting should also be described in the section below. Refer to the instruction page for more information.

Indirect Participation (subcontracting to a Section 3 business for work outside the scope) Note: An indirect subcontractor should still submit a Schedule C to correspond with this information.
COMPANY NAME: N/A ORIGINAL CONTRACT DOLLAR VALUE: _____ WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
COMPANY NAME: _____ ORIGINAL CONTRACT DOLLAR VALUE: _____ WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Mentorship Program Participation	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN

(To Be Completed by Prime Contractor)

Training Program	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

Internship Program	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	Each year the firm's summer associate program places diverse law school students from around the country in our local offices to help them expand their knowledgebase, create connections within the local legal community, and help foster a sense of inclusion within the areas of labor and employment law. This year, the firm had 32 summer associates, 38% of which are minorities and 56% of which are female.
Quantifiable Goals	
Anticipated Results	

Other Results-Oriented Economic Opportunities (Please Describe) Note: Any part-time hires can be represented here.	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	Our "Jackson Lewis Scholarship Program" provides scholarships to students who are traditionally underrepresented in the legal profession. This is a substantial investment and underscores our commitment to attracting diverse students to the practice of law generally and to labor and employment law specifically. We provide almost 40 scholarships per year that are awarded to law students who
Quantifiable Goals	demonstrate an interest in, or an aptitude for, employment and/or labor law. All law schools involved in this program are located in or near cities where Jackson Lewis has an office.
Anticipated Results	

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN

(To Be Completed by Prime Contractor)

Please select which type of contribution is being paid into the Section 3 Fund, according to your Schedule B- Section 3 Utilization Plan. If a contribution is being made for Hiring and Contracting, you should indicate that in the chart below.

Section 3 Fund Note: Please refer to page three (3) Part III: Other Economic Opportunities for more details on contributions.		
Hiring	☐ 5% of total contract value (Construction)- Not to Exceed $100,000 ☐ 1.5% of total contract value (Professional Service)- Not to Exceed $100,000	
Contracting	☐ Contributing the difference between the actual subcontracting dollar amount and the minimum subcontracting requirement Not to Exceed $500,000	☐ 10% of total contract value (Construction) Not to Exceed $500,000 ☒ 3% (Other Contracts- including Professional Service) Not to Exceed $500,000

3-15-17

Contribution to Section 3 Fund *(this is the total of all hiring and Contracting contributions identified in the Section 3 Fund chart above)*	
Dollar Value of Contribution	$6,000.00

3-15-17

How will I contribute the funds?	☒ CHA can deduct portions from each of my purchase orders

3-15-17

By signing below, the Contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the CHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form at the time the bid or proposal is due.

Jackson Lewis P.C.
NAME OF PRIME CONTRACTOR (Print or Type)

James Botana
NAME OF AUTHORIZED OFFICER

PAULA J. DELGADO Date 12/12/16
NAME OF NOTARY (Print or Type)

STATE OF IL COUNTY OF Cook ON THIS 12th DAY OF DECEMBER 2016 BEFORE ME APPEARED (NAME) James Botana
TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: _____ (SEAL):

COMMISSION EXPIRES: _____

OFFICIAL SEAL
PAULA J DELGADO
Notary Public - State of Illinois
My Commission Expires Nov 8, 2018

INTERNAL CHA APPROVAL: _____ 4/19/17
COMPLIANCE MANAGER'S SIGNATURE DATE

INTERNAL CHA APPROVAL: Jessica Miller 4.21.17
SECTION 3 ADMINISTRATOR DATE
(Applicable when Other Economic Opportunities are proposed)

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: Jackson Lewis P.C.
Bidder/ Proposer Address: 150 North Michigan Avenue
Chicago IL 60601

IFB/RFP NUMBER: RFP#1366 - Legal Services RFP 2016

Federal Employee I.D. #: 46-3862389 or Social Security #: _____

Instructions: **FOR USE WITH ALL CONTRACTS.** Every Contractor submitting a bid/proposal to the Chicago Housing Authority ("CHA") must complete this Contractor's Affidavit. Special attention should be paid to those Sections which require the Contractor to provide certain information to the CHA. The Contractor should complete this Contractor's Affidavit by signing and notarizing Section XIV. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event the Contractor is unable to certify to any of the statements contained herein, the Contractor must contact the Department of Procurement and Contracts of the CHA and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned James F. Botana (Name) as Office Managing Principal (Title)

and on behalf of Jackson Lewis P.C. (Business Name) ("Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

All bidders/proposers/contractors shall provide the following information with their bid/proposal/contract. Complete all blanks by entering the requested information or if the question is not applicable, answer with "NA". If the answer is none, please answer "none".

Bidder/Proposer is a: (Check One)	[X]	Corporation	[ ]	Sole Proprietor
	[ ]	Partnership	[ ]	Not-for-Profit Corporation
	[ ]	Joint Venture	[ ]	Other

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts
CONTRACTOR'S AFFIDAVIT

Average Annual Sales - Last 3 years: $388,352,025

Current Net Worth: Not available. Date Business Started April 1,1958

SECTION 1. FOR PROFIT CORPORATIONS

a. Incorporated in the State of Pennsylvania.
b. Authorized to do business in the State of Illinois YES [X] NO [ ]
c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type	Title (Print/Type)
Vincent A. Cino	Chairman	Tyler A Brown	Office Managing Principal
Gregory T. Alvarez	Principal	William J Anthony	Office Managing Principal
Scott A. Carroll	Office Managing Principal	Mia Farber	Office Managing Principal
Felice B. Ekelman Kevin G. Lauri	Principal Office Managing Principal	Samantha N, Hoffman Christopher M. Valentino	Office Managing Principal Office Managing Principal

d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
N/A		%
		%
		%
		%

e. Is the corporation owned partially or completely by one or more other Corporations?
YES [ ] NO [X]

f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10%

of the proportionate ownership of the corporation and indicate the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
N/A		%
		%
		%
		%

NOTE: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with its bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

SECTION 2. PARTNERSHIP

If the bidder/proposer is a partnership, indicate the name of each partner (or attach list) and the percentage of interest of each therein.

NAME OF PARTNERS (Print/Type)	PERCENTAGE INTEREST
	%
	%
	%
	%

SECTION 3. SOLE PROPRIETORSHIPS

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: YES [ ] NO [ ]
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee (s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s) (Print/Type)

_____
_____
_____
_____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

_____
_____
_____
_____

SECTION 4. NOT-FOR-PROFIT CORPORATIONS

a. Incorporated in the State of _____.
b. Authorized to do business in the State of Illinois YES [ ] NO [ ]
c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type	Title (Print/Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The General Counsel may require any such additional information from any entity to achieve full disclosure relevant to the Contract. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Director of Procurement and Contracts takes action on the Contract or other action required of the General Counsel.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor's Affidavit or if a subcontractor or subcontractor's affiliated entity during a period of three (3) years prior to the date of award of the subcontract:

    a. Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1 et seq.

    b. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

    c. Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

    d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of the Illinois Criminal Code, 720 ILCS 5/33E-

4, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating.

4. Additionally, that the undersigned is the party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, and that said bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer and has not secured any advantage against the Chicago Housing Authority or any person interested in the proposed contract, nor has said proposer participated with any person or business entity in any collusive scheme to rotate proposals, provide any bribes, kickbacks to CHA employees in violation of any of the provisions of 18 U.S.C. §666 (a) (1) and 720 ILCS 5/33E-1 et seq; or engage in bid rigging; that proposer is not barred from bidding on the subject contract as a result of a violation of either Section 33-E-3 or 33-E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq; and that all statements on said proposal are true. Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Contractor's Affidavit are true and correct.

5. The Contractor, its agent, officers or employees have not directly or indirectly solicited non-public information from a CHA officer or employee; entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal in violation of Illinois Criminal Code, 720 ILCS5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

1. The Contractor has obtained from all subcontractors to be used in performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Sub-Section A of Section II of this affidavit.

2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time certifications in form and substance equal to the certification Subsection A of Section II of this Affidavit. The Contractor shall not, without the prior written permission of the CHA, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's

affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of any of the conduct described in Section II (A) hereof.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the CHA upon request.

4. The Contractor will not, without the prior written consent of the CHA, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to the certification.

5. Contractor hereby agrees, if the CHA so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under the State of Illinois Criminal Code 720 ILCS 5/33e-1 eq seq. as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Section II.

Notes 1-4 For Section II. Contractor's Certification

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person control or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).

4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

III. STATE TAX DELINQUENCIES

In completing this Section III, authorized signatory must initial on the line next to the appropriate subsection.

1. JB Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. JB Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. JB Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.

1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax

administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the CHA may enter into the contract if the CHA's Operating Officer determines that:

1) the contract is for goods or services vital to the public health, safety, or welfare; and
2) the CHA is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV. PUNISHMENT

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the Contract or and allows the CHA to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

V CERTIFICATION REGARDING SUSPENSION AND DISBARMENT

A. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a pubic (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in Section II (A) (1) above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.

C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach a detailed factual explanation to this certification.

VI. EPA CONTRACTOR LISTING

A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:

1. The Clean Air Act (42. U.S.C. 4701 et. seq.), as amended;
2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
3. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, et. seq.), as amended;
4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;
5. Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;
6. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
7. Illinois Environmental Protection Agency regulations, as amended;
8. Illinois Department of Labor regulations, as amended;
9. City of Chicago Ordinances, as amended;

B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.

C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA's List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.

D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loa or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or more than $100,000 for each such failure.

VIII. CERTIFICATION OF NONSEGREGATED FACILITIES

As used in this Affidavit, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this Affidavit is submitted as part of a bid or proposal, the term "Contractor" shall be deemed to refer to the Bidder or proposer, or subcontractor or supplier. This Affidavit shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this Affidavit is in effect. The undersigned Contractor certifies the following to the CHA

A. REPORTS: Within thirty (30) days after CHA award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitle "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

B. PRIOR REPORTS: If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further

agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the CHA will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).

D. The Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

NOTE: **THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS/PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.**

IX. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR Part 60) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

A. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

YES _____ NO _____

B. If answer to 1, is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

YES _____ NO _____

X. DAVIS - BACON CERTIFICATION

A. By the submission of this Affidavit, the Contractor hereby certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government or the CHA by virtue of Section 3(a) of the Davis-Bacon Act (29 CFR 5.12 (a) (1)).

B. No part of the Contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded Contracts by the United States Government or the CHA by virtue of Section 3 (a) of the Davis-Bacon Act (29 CFR 5.12 (A) (1)).

C. Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

XI. SECTION 3 CERTIFICATION

For all contracts where Section 3 is applicable, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq and CHA Resolutions implementing Section 3 requirements. The Prime Contractor will submit a Schedule B-Section 3 Utilization Plan to identify employment, subcontracting, and other economic opportunities for CHA residents and low- and very low-income Chicago area residents during the term of the contract between the Prime Contractor and CHA.

XII. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. _____ and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

XIII. ETHICS POLICY

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on June 2004, 95-HUD-5 especially Sections 19 through 25 thereof. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts
CONTRACTOR'S AFFIDAVIT

XIV. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

Signature of President or Authorized Officer

James F. Botana

Name of President or Authorized Officer

Office Managing Principal

Title

(312) 803-2506

Telephone Number

State of Illinois)
County of Cook)

Signed and sworn to before me this 7th day of Sept., 2016
by

_____ (Name) as _____

(Title) of _____ (Contractor)

Notary Public Signature Paula J. Delgado

OFFICIAL SEAL
PAULA J DELGADO
Notary Public - State of Illinois
My Commission Expires Nov 8, 2018

EXHIBIT VI

CHICAGO HOUSING AUTHORITY

(Firm's Name and Address)

Assignment Date:
Contract No.:
Contract Date:
Contract Period:
Task Order Amt.:
Area of Law:

TASK ORDER NO. 1

Pursuant to the Chicago Housing Authority contract referred to above and the requirements of the U.S. Department of Housing and Urban Development, the matter in which the above firm represents the Chicago Housing Authority under this contract is listed below:

(Full caption of the case/matter)

(Description of matter/services)

Approved Rates Not to Exceed:
01/01/17-12/31/18: $ /hour-partners; $ /hour-associates; $ /hour-paralegals

Attorneys/Paralegals Assigned to Matter Consistent with Billing Guidelines (Please print):

(Name)	(Title)	(Name)	(Title)
(Name)	(Title)	(Name)	(Title)
(Name)	(Title)	(Name)	(Title)

ACCEPTED:

(FIRM'S NAME)

By: _____

Title: _____

Date: _____

CHICAGO HOUSING AUTHORITY

By: _____
James L. Bebley
Title: Chief Legal Officer

Date: _____

EXHIBIT VII

GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACT
(Form HUD-5370-C)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** (*without* maintenance) **greater than $100,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than $2,000 but not more than $100,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $100,000

1. Definitions

The following definitions are applicable to this contract:

(a) 'Authority or Housing Authority (HA)' means the Housing Authority.
(b) 'Contract' means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) 'Contractor' means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) 'Day' means calendar days, unless otherwise stated.
(e) 'HUD' means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under the clause titled Disputes;

(ii) litigation or settlement of claims arising from the performance of this contract; or,

(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights In Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:

(i) Award of the contract may result in an unfair competitive advantage; or

(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1)Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2)Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3)Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) 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.

(b) 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.

(c) 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 the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The 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.

(e) 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.

(f) 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.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.