

CONTRACT NO. 12699

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

HAWKINS DELAFIELD & WOOD LLP

AND

THE CHICAGO HOUSING AUTHORITY

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THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement" or "Contract") is made as of the 1st day of April, 2021, by and between the **CHICAGO HOUSING AUTHORITY**, a municipal corporation (hereinafter referred to as "the CHA"), and **HAWKINS DELAFIELD & WOOD LLP**, a limited liability partnership (hereinafter referred to as the "Consultant").

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 Consultant to perform certain consulting services to assist CHA in its planning and implementation of portfolio repositioning strategies, and Consultant is ready, willing and able to provide the consulting services to the full satisfaction of the CHA; and

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

"Agreement" means this Professional 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.

ARTICLE 2 CONSULTANT'S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Services

The Services which Consultant shall provide under this Agreement include, but are not limited to, consulting services to assist CHA in its planning and implementation of portfolio repositioning strategies including, without limitation, the United States Department of Housing and Urban Development's ("HUD") Rental Assistance Demonstration ("RAD") program and the

commonly referred to as “Faircloth to RAD” process. Consultant shall provide the Services in accordance with the standards of performance set forth in Section 2.02 hereof.

B. Work Product

In carrying out the Services described and set forth herein, Consultant shall generate, prepare, collect or provide certain work product including, but not limited to, memoranda, documents, notes, photographs, 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 Consultant or for which the CHA intends to use the Work Product. The CHA will notify Consultant in writing of any deficiencies the CHA may identify involving any Work Product.

Section 2.02 Standard of Performance

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

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

Consultant 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 Services under this Agreement are: **Rod Solomon, Partner.**

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

Section 2.04 Non-Discrimination

Consultant shall comply with the Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended.; Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965), reprinted in 42 U.S.C. 2000(c) note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46501 (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 is attached hereto as Exhibit V and incorporated herein by this reference.

Section 2.05 Ownership of Documents: Records and Reports

A. All memoranda, documents, 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 Consultant under this Agreement are the property of the CHA ("CHA Information"). During the performance of the Services, the Consultant shall be responsible for any loss or damage to such CHA Information while in the Consultant's possession and such CHA Information shall be restored at the expense of the Consultant. If not restorable, the Consultant shall be responsible for any loss suffered by the CHA on account of such destruction.

B. Consultant 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 Services hereunder. Whenever the CHA makes a request for any Work Product, Consultant shall deliver such Work Product without delay despite any ongoing disputes relative to compensation or other matters. In the event of the failure by Consultant to make such delivery upon demand, then and in that event, Consultant shall pay to the CHA any damages, including, but not limited to attorneys' fees and costs, the CHA may sustain due to Consultant's failure to deliver such Work Product. Consultant 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. Consultant 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. Consultant and any of Consultant's attorneys shall furnish the CHA with such information as may be requested relative to the performance and cost of the Services. Consultant shall maintain records showing actual time devoted and costs incurred. Consultant shall keep

books, documents, papers, records and accounts in connection with the 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 Services. In addition, Consultant 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.

Section 2.06 Audit Requirement

The CHA shall review all invoices for Services submitted by Consultant. 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 Consultant to produce any and all documentation which would support the billing submitted by Consultant. Consultant will produce any individual who has submitted billing on behalf of the firm, as well as any of Consultant's personnel who would have knowledge or information regarding any billing to answer any and all questions regarding the billings. Consultant, 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 Consultant is found in non-compliance with these audit requirements, by either the CHA or HUD, Consultant will be required to refund any payments received from the CHA or HUD.

Section 2.07 Confidentiality

Consultant agrees that all CHA Information, including, but not limited to Work Product, reports and documents prepared, assembled or encountered by or provided to Consultant pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, Consultant 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. Consultant agrees to HUD regulation on access to records at 2 CFR §200.337, to the extent that the attorney-client or attorney work product privileges would not be at risk of being waived.

Section 2.08 Subcontracts and Assignments

Consultant 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 Services or this Agreement.

Consultant shall not subcontract with any attorney or sub-consultant without the express prior written consent of the CHA.

Consultant 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 Consultant 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 2.9 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 Consultant 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 Consultant, 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 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 2.10 Religious Activities

Consultant agrees that in connection with the 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 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 Services.

Section 2.11 Drug-Free Workplace

Consultant shall establish procedures and policies to promote a "Drug-Free Workplace." Further, Consultant 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 2.12 Compliance with other HUD Requirements

Consultant agrees to comply with applicable HUD requirements, including the Annual Contributions Contract between the CHA and HUD, and the standard General Conditions for Non-Construction Contracts, Form HUD-5370-C, attached hereto as Exhibit IV and incorporated by reference herein.

ARTICLE 3 TERM OF SERVICES

Section 3.01 Term of Agreement

This Agreement shall take effect as of April 1, 2021, and shall continue for a term of one (1) year through March 31, 2022, or until the Services assigned during the base term or option terms, 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

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

Section 3.03 Contract Extension Options

CHA may at any time prior to the expiration of this Agreement elect to extend this Agreement subject to HUD approval (if required) for up to two (2) consecutive one (1) year periods under the same terms and conditions as this original Agreement, except as otherwise modified in this Agreement, by notice in writing to the Consultant.

The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

ARTICLE 4 COMPENSATION AND PAYMENT

Section 4.01 Basis and Method of Payment

A. The basis of payment for the satisfactory performance of the Services required hereunder shall be reasonable attorney's fees at not more than the hourly rate(s) set forth in the Hourly Rate Schedule attached hereto as Exhibit I and incorporated by reference as if fully set forth herein. Compensation for the Base Term shall be an amount not-to-exceed **Sixty-Two Thousand, Two Hundred Fifty and 00/100 Dollars (\$62,250.00) (150 hours)**. Compensation

for Option Year 1, if exercised, shall be an amount not-to-exceed **Sixty-Two Thousand, Two Hundred Fifty and 00/100 Dollars (\$62,250.00) (150 hours)**. Compensation for Option Year 2, if exercised, shall be in an amount not-to-exceed **Sixty-Three Thousand, Seven Hundred Fifty and 00/100 Dollars (\$63,750.00) (150 hours)**.

B. Consultant will be paid based on hours actually worked at not more than the agreed rate(s) set forth in Exhibit I. Invoices shall be submitted to: Chicago Housing Authority, Attention: Accounts Payable, 60 E. Van Buren Street, Chicago, Illinois 60605. As a condition precedent for any payment to Consultant under this Agreement, Consultant's invoices shall clearly set forth at least the following information by dates (month, day, year): (1) the contract name and number; (2) a detailed description of 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 service/activity; and (5) the total number of hours charged under each rate for each attorney or paralegal.

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

Messenger Services. CHA will reimburse Consultant for actual charges billed 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. CHA will not pay for in-house messenger services.

Local and Surface Travel. If Consultant is required to travel more than 100 miles round trip on CHA business, CHA 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.

Out-of-Town Travel. Any out of town travel must be approved in advance by CHA. Only in unusual circumstances will travel by more than one attorney be approved. Charges for work 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 ensure that the best and most reasonable prices for air or ground transportation are obtained. CHA will reimburse consultant only for coach rates. CHA will reimburse Consultant for reasonable hotel charges and for reasonable meal charges. CHA 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 CHA. 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 in writing.

Non-Reimbursable Expenses. Unless authorized in advance, 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.

Section 4.02 Non-Appropriation

Funding for this Agreement is subject to (1) availability of Federal funds from HUD, (2) receipt of any required approval of funding by the CHA Board of Commissioners and the HUD Office of Regional Counsel, and (3) the Consultant's satisfactory performance of the Services. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA may notify Consultant of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made to Consultant 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, Consultant shall turn over all Work Product to the CHA.

ARTICLE 5 DISPUTES

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

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance

Consultant shall comply with and meet or exceed all of CHA's insurance requirements that are set forth in Exhibit II, which is attached hereto and incorporated by reference as if fully set forth herein.

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 Consultant to the CHA.

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

1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services or due to a reason or circumstances within Consultant's reasonable control;
2. Failure to perform the Services in a manner satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
3. Failure to promptly re-perform within a reasonable time Services/Work Product that were rejected as erroneous or unsatisfactory;
4. Discontinuance of the Services for reasons or circumstances within Consultant'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. Any other acts specifically and expressly stated in this Agreement as constituting an event of default; and
7. Failure to have and maintain the required licenses and certifications.

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

D. Consultant's default under any other agreement it may presently have or may enter into with the CHA during the term of this Agreement. Consultant acknowledges and agrees that, in the event of 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 Consultant 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 Consultant 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 Consultant in default. Whether to declare Consultant in default is within the sole discretion of the CHA and neither that decision nor the factual basis for it is subject to review or challenge under the disputes provision of this Agreement. Written notification of the default, and any intention of the CHA to terminate the Agreement, shall be provided to Consultant and such decision shall be final and effective upon Consultant'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 Services or any part thereof as agent for and at the cost of Consultant, either directly or through others.
- B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the CHA;
- 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 Consultant's compensation hereunder; and,
- F. The right to deem Consultant 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 Consultant to continue to provide the Services despite one or more events of default, Consultant 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 Services to be performed under it, at any time by a notice in writing from the CHA to Consultant 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 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 Consultant suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to Consultant or immediately in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. Consultant shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice and such equitable extension of time as may be mutually agreed upon when necessary for continuation or completion of the 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, Consultant 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

Consultant 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 Consultant's obligations under this Agreement.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

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

A. That it is financially solvent; that it and each of its assigned partners, attorneys, employees, agents, or subcontractors of any tier are competent to perform the Services required under this Agreement; and that Consultant 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 Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the CHA 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 Consultant to any CHA employee or on behalf of any sub-consultants to Consultant or higher tier sub-consultants or anyone associated therewith, as an inducement for the award of this contract or a subcontract, and Consultant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA;

C. That Consultant shall not use the services of any ineligible (debarred or suspended) attorney or consultant for any purpose in the performance of its Services under this Agreement; and

D. That Consultant and its attorneys and sub-consultants are not in default at the time of the execution of this Agreement, or deemed by the CHA 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 Consultant has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the 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 Consultant can and shall perform, or cause to be performed, the 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 Consultant to enter into this Agreement or has been relied upon by Consultant;

H. That Consultant, its partners and attorneys are in good standing with the Illinois Attorney Registration and Disciplinary Board and/or the disciplinary bodies of the bars of any other states, if applicable;

I. That Consultant 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;

J. That Consultant, 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

K. That Consultant 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 Consultant, 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 Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity, to the extent permitted by law.

Section 8.03 Business Documents and Contractor's Affidavit

To the extent applicable, Consultant 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.

Consultant shall execute a Contractor's Affidavit before a notary public, and the Contractor's Affidavit shall be attached hereto as Exhibit III 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 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 shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

B. Consultant 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 Services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed. Consultant will ensure that it and persons working on its behalf do not undertake any representation or other relationship that places Consultant or the CHA in an actual or potential conflict of interest with any other individual or entity. Consultant 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. Consultant agrees to request a waiver of the conflict of interest from the Chief Legal Officer. Consultant 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. Consultant agrees that if the CHA determines that any of the Consultant's Services for others conflict with the Services to be rendered under this Agreement, Consultant 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, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 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 Consultant, or by any assignee or subcontractor of Consultant, with any liability or expenses of defense or be held personally liable to Consultant 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

Consultant 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 Consultant hereby certify that Consultant's 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. Return of this document by electronic transmission bearing the signature of a party hereto constitutes the execution and acceptance of such party. This agreement may be executed via DocuSign or other electronic signature software, which shall be deemed an original.

Section 9.03 Amendments 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 Consultant and the CHA or their respective designees. The CHA shall incur no liability for additional Services without a prior written amendment to this Agreement.

B. Whenever in this Agreement, Consultant 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.

Section 9.04 Compliance with All Laws

The Consultant 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 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 Consultant shall at all times observe and comply with, as applicable, the Uniform Administrative Requirements contained in 2 C.F.R. Part 200 et seq. (including but not limited to the provisions included in Appendix II to Part 200 referenced in 2 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. 11063 (27 Fed. Reg. 11,527 (1962)), as amended by Exec. Order No. 12259 (46 Fed. Reg. 1253 (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. 11246 (30 Fed. Reg. 12319 (1965)), Exec. Order Nos. 12086 (43 Fed. Reg. 46501 (1978)) and 11375 (32 Fed. Reg. 14,303 (1967)); Exec. Order No. 12,372 (47 Fed. Reg. 30959 (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 12549 (51 Fed. Reg. 6,370-71 (1986)) and 12689 (54 Fed. Reg. 34131 (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).

The Consultant 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. Consultant hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Consultant agrees that service of process on Consultant may be made, at the option of the CHA, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Consultant or by personal delivery on any officer, director, or managing or general agent of Consultant. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing the U.S. District Court for the Northern District of Illinois.

Section 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

Consultant 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, Consultant shall make every effort to assure an orderly transition to another Consultant, if any, undertake the orderly demobilization of its own operations in connection with the Services, and guarantee the uninterrupted provision of Services during any transition period. Consultant 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 Consultant's performance in any respect or waives a requirement or condition to either the CHA's or Consultant'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 Consultant and CHA shall be to the Chief Executive Officer, Office of the Chief Legal Officer or the Chief Development 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 Consultant shall be mailed by U.S. mail, postage prepaid to:

Rod Solomon, Partner
Hawkins Delafield & Wood LLP
601 Thirteenth Street, N.W.
Washington, DC 20005

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

Chicago Housing Authority
60 E. Van Buren
Chicago, Illinois 60605
Attention: Chief Development Officer

With a copy to:

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, 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 Consultant's Authority

The signature of the person signing on behalf of the Consultant has been made with complete and full authority to commit the Consultant 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 Consultant have executed this Agreement as of the date first written above.

CHICAGO HOUSING AUTHORITY

HAWKINS DELAFIELD & WOOD LLP

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

By: Paul Solomon
(its Partner or Authorized Officer)

DATE: August 2, 2021

FEIN NO: ██████████

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

CHICAGO HOUSING AUTHORITY
Office of the Chief Legal Officer

DocuSigned by:
Cheryl Colston
By: _____
7C7C97E4F721409...
Cheryl J. Colston
Chief Legal Officer