

CONTRACT NO. 12772

**ARCHITECTURE/ENGINEERING SERVICES TASK ORDER, INDEFINITE
DELIVERY, INDEFINITE QUANTITY STANDARD AGREEMENT**

BETWEEN

THE CHICAGO HOUSING AUTHORITY



AND

SMNG A LTD.

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This ARCHITECTURE/ENGINEERING SERVICES TASK ORDER, INDEFINITE DELIVERY/INDEFINITE QUANTITY STANDARD AGREEMENT (The “Agreement”) is made as of this 1st day of March, 2022 between the **CHICAGO HOUSING AUTHORITY** (“CHA”), an Illinois municipal corporation with offices located at 60 E. Van Buren St., Chicago, Illinois, 60605, and **SMNG A LTD.** (the “A/E”), an Illinois corporation with offices located at 943 West Superior Street, Chicago, Illinois 60642, for professional architectural/engineering services for various CHA dwelling and non-dwelling facilities, including common and community areas, in the City of Chicago, Illinois.

RECITALS

1. CHA requires architectural/engineering services of qualified architectural/engineering firms on an indefinite quantity/indefinite delivery (“IDIQ”) Task Order (as herein defined) basis for various dwelling and non-dwelling facilities which it owns or manages, including common and community areas.
2. The CHA issued Request for Qualifications (“RFQ”) Event No. 3097 on or about September 15, 2021 soliciting qualified architectural/engineering firms to submit proposals to meet the CHA’s requirements for various architectural/engineering services including, but not limited to, assessments and evaluations, work scope development, preparation of all drawings and specifications and related contract documents, assistance in obtaining and evaluating construction bids and permits, construction administration activities, and close out and warranty professional services as the Architect of Record (“AOR”) / Engineer of Record (“EOR”) for its construction activities at various Senior, Family, Scattered Sites, and non-dwelling properties at various locations (the “Properties”), pursuant to which the CHA would award multiple IDIQ Task Order based Standard Agreements for firms to perform A/E Services in one or more of four (4) Categories of Service (as herein defined).
3. CHA has identified the following four (4) Categories of Services for A/E Services (“Categories”) and the A/E has been assigned to one or more Categories to which they applied and for which the CHA has determined they qualify:
 - A. Architectural Design: Licensed architect, serving as prime consultant, with sub-consultants as required.
 - B. Civil Engineering and Landscape Design: Licensed civil engineer/licensed landscape architect, serving as prime consultant.
 - C. Structural Engineering: Licensed structural engineer, serving as prime consultant.
 - D. Mechanical, Electrical, Plumbing, Fire Protection, Information Technology Engineering: Licensed engineering firm, serving as prime consultant.
4. The A/E submitted its proposal on or about October 12, 2021 and further represents it is qualified, ready, willing and able to provide the services required by the CHA on the terms and conditions as set forth herein.

5. The CHA and the A/E desire to enter into this Agreement to provide the services as set forth herein on an IDIQ Task Order basis, and on January 18, 2022, CHA's Board of Commissioners authorized the CHA to enter into this Agreement by Resolution No. 2022-CHA-3.
6. A/E has been assigned to perform the following Category or Categories of Service:

Architectural Design

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

DEFINITIONS OF CERTAIN TERMS AND PHRASES

Unless the context expressly otherwise requires, the terms and phrases defined in this Definitions Section will, for all purposes of this Agreement, have the respective meanings set forth below:

"Additional Reimbursable Expenses" - The expenses incurred by the A/E in accordance with, and pursuant to, Article C(7) hereof.

"Additional Services" - The services enumerated in Article C(7) hereof.

"Agreement" - This Agreement for Professional Architecture/Engineering Services, including all exhibits attached hereto; all amendments, Task Orders, modifications and revisions made in accordance with the terms hereof;

"Applicable Laws" - All applicable Federal, State and local laws, codes, ordinances and regulations related to the Scope of Work set forth in each Task Order and this Agreement, including, but not limited to, the Chicago Building Code, as amended, the Illinois Accessibility Code, as amended, the Uniform Federal Accessibility Standards ("UFAS"), as amended, the Americans with Disabilities Act of 1990 ("ADA"), as amended, Section 504 of the Rehabilitation Act of 1973, as amended and as implemented by 24 CFR Part 8 and the Fair Housing Act Design Manual ("504"), the design and construction requirements of HUD, the Environmental Protection Agency and the Occupational Safety and Health Administration.

"Application for Payment" - The A/E's application for Progress Payments, as defined in Article E hereof.

"Architect of Record" or "AOR" - The architect, as identified in the Task Orders issued hereunder, that is engaged to represent the CHA with respect to all aspects of the performance of design, engineering and administration of a Project, licensed to practice architecture in Illinois and engaged by the A/E as either a principal or full time employee to perform architectural, engineering, design, contract administration, or other services related to the Work required under the Construction Documents, Contract Documents, and this Agreement.

"Architect/Engineer or A/E" - The person, firm, or entity identified to perform the Services described in this Agreement and engaged to act on the CHA's behalf with respect to all aspects of the performance of the design, engineering and construction administration for a Project. Any reference to specific architectural, engineering, or related disciplines herein shall be construed as services directed and provided by the A/E whether they are self-performed or performed by the A/E's sub-consultants.

“Basic Fee” - The fee for Basic Services the CHA pays to the A/E pursuant to the Task Orders issued hereunder.

“Basic Services” - The services to be performed by the A/E pursuant to this Agreement and the Task Orders issued hereunder, other than Additional Services.

“Bid Package” - All the documents distributed to potential bidders, including, but not limited to, the Invitation for Bids, Form of Contract, General Conditions for Construction Contracts, Special Conditions, Technical Specifications, Plans and Specifications, and any other documents distributed to Bidders by the CHA with the foregoing documents. A Bid Package may also be used to refer to a Request for Proposals or Request for Services for construction.

“Bidding and Contract Documents” - The documents prepared by the A/E for purposes of bidding out and contracting for Work, as defined herein. Bidding and Contract documents may also refer to Requests for Proposals or Requests for Services for construction.

“Business Day” - Monday through Friday, excluding Federal or State holidays.

“Category of Service” - That category or categories of service identified in the RFQ that the A/E has been assigned to perform.

“Certificate of Acceptance” - The certificate issued by the CHA to the Contractor upon completion of final inspection of the Work and approval thereof at the conclusion of the Close-out Phase.

“Certificate of Substantial Completion” - A certificate issued by the A/E to the CHA establishing the Date of Substantial Completion of a Project.

“CHA” - The Chicago Housing Authority, an Illinois municipal corporation, any of its affiliates or instrumentalities, or any other person designated, in writing, to act on its behalf but only to the extent so designated, in connection with the administration of this Agreement.

“CHA’s Representative” - The person, or entity engaged by the CHA, to plan, coordinate, and oversee design and construction activities, including the activities of the A/E.

“Construction Contract” - The agreement entered into between the CHA and a general contractor regarding a Project based on Construction Documents prepared by the A/E, including, but not limited to, a task order issued to a General Contractor under the Task Order Competitive Contracting Master Agreement (or any subsequent Master Agreement) or Invitation for Bid (IFB) BF Pages.

“Construction Contract Documents” - Those documents which constitute the Construction Contract as set forth therein. The Construction Contract Documents, which form the contract between the CHA and a general contractor for a construction project include the Construction Contract, the “Special Conditions of the Contract for Construction” (the “Special Conditions”), “HUD General Conditions for Construction (HUD form 5370-A)” approved modifications, amendments and change orders to the Construction Contract, and the “Work Schedule” as defined in paragraph 6 of the HUD General Conditions for Construction, as amended from time to time pursuant to such paragraph 6, the “Instructions to Bidders (form HUD-5369)”, applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Performance and Payment Bond or Bonds or other assurances of completion, the “Technical Specifications” and “Plans and Specifications” for the Construction Contract, if any, the General Contractor’s Contract Compliance Certification, Contractor’s Affidavit, or any other affidavits, certifications or representations the Contractor is required to execute under the Construction Contract, and the General Contractor’s MBE/WBE and Section 3 Utilization Plans.

“Construction Cost Estimate” - The total estimated cost (to the CHA) of all elements of the completed Project designed or specified by the A/E, including, without limitation, all costs

pursuant to the Construction Contract and all costs as described in Exhibit B. A Construction Cost Estimate may also be referred to as an Independent Cost Estimate (“ICE”).

“Construction Cost Estimate Summary” - The final level of cost summation which shall be included with every detailed estimate of cost using an itemized Work Breakdown Structure (“WBS”) prepared according to the Construction Specifications Institute (“CSI”) format that is submitted by the A/E for given Project(s), as described in Exhibit B.

“Construction Documents” - All of the Plans and Specifications, addenda, change orders and modifications, and all other prints, models, drawings, designs, computations, sketches, test data, photographs, renderings, plans, shop drawings and other materials relating to, or contemplated by the Services performed by the A/E or by any engineer, professional or professional consultants to, or engaged by the A/E in connection with a Project.

“Contracting Officer” - The CHA’s Chief Executive Officer or his designee, the Deputy Chief, Procurement.

“Contractor” or **“General Contractor”** - The person or entity designated as the general construction contractor in the Construction Contract.

“Date of Substantial Completion” - The date certified by the A/E when the Work or a designated portion thereof is sufficiently complete, in accordance with the Construction Contract Documents, so that the CHA may occupy the Improvements or designated portion thereof for the use for which it is or they are intended.

“Design Development Documents” - Documents prepared by the A/E during the Design Development Phase as set forth in Article C(3)(C)(v) hereof.

“Engineer” - The person or entity engaged by the CHA or by the A/E as either an employee or sub-consultant, and is a Registered Professional Civil, MEP or Structural Engineer licensed in Illinois.

“Engineer of Record” or **“EOR”** - The engineer, as identified in the Task Orders issued hereunder, that is engaged to represent the CHA with respect to all aspects of the performance of design, engineering and administration of a Project.

“Expedite” - The act of investigating, completing and processing project permits quickly and efficiently while representing the CHA’s interest at all levels of the process, and while working with municipalities, neighborhood committees and other regulatory agencies in the interest of getting the Project under construction and on schedule. Expediting a Project includes the coordination of Construction Documents, applications and fees in preparation for submission to jurisdictional review agencies; following up with review agencies, and the coordination with the CHA regarding the status of approvals or the need for revisions, responses and re-submittals; and representing the CHA at meetings relating to approvals, rezoning, variances, and neighborhood committees.

“Field Manager” - The person whose major responsibility is overseeing all field activity for the construction activities on behalf of the CHA. This person reports to the Project Manager and will oversee the construction activities related to a Construction Contract to ensure Contractor’s compliance with the Construction Contract Documents.

“Firm Fixed Fee” - The firm fixed fee for Services required under a Task Order.

“General Conditions for the Contract for Construction” - The General Conditions of the Contract for Construction, HUD Form 5370-A, attached to each Construction Contract. A/E shall read and understand A/E’s responsibilities as given in the General Conditions for the Contract for Construction.

“**HUD**” - The U.S. Department of Housing and Urban Development, including the Secretary, or any other person designated to act on its behalf in connection with the administration of this Agreement.

“**Independent Cost Estimate**” or “**ICE**” - The cost/price estimate of a general contractor’s work for a Project. The ICE will be the basis for comparing costs or prices provided by the contractor (see Exhibit B for an example).

“**Improvements**” - The buildings and all other site improvements on a Site.

“**Letter of Interest**” or “**LOI**” - A request issued to A/Es to submit proposals for a specific scope of work for evaluation and consideration for the award of a Task Order.

“**Maximum Construction Contract Cost**” - The cost referred to in Article C(2)(E) hereof.

“**Not-to-Exceed Amount**” - The not-to-exceed amount for Basic Services and any Additional Services as set forth in Article E(1) and E(2) hereof.

“**Plans and Specifications**” - All working drawings and specifications, including, but not limited to, elevations, sections and details, schedules, and notes, setting forth in detail and prescribing all work to be done for a Project including the materials, workmanship, finishes and equipment required for the architectural, structural, life safety, mechanical, electrical, and plumbing systems, parking, landscaping and on-site amenities and facilities, and all addenda thereto and modifications thereof, and as referenced in the General Conditions for Construction Contracts.

“**Pre-Design Documents**” - Documents prepared by the A/E during the Pre-Design Phase as set forth in Article C(3)(A)(v) hereof.

“**Progress Payment**” - A payment to the A/E, as described in Article E(1)(B).

“**Project**” - All architectural and engineering services described in this Agreement and the Task Orders issued hereunder related to the Work the Contractor will perform at a Site pursuant to the terms of a Construction Contract.

“**Project Architect**” - The person or entity licensed to practice architecture in Illinois and engaged by the A/E as either a principal or full time employee or sub-consultant to perform architectural, engineering, design, contract administration, or other services related to the Work required under the Construction Documents, Contract Documents, this Agreement, and the Task Orders issued hereunder.

“**Project Manager**” - The person or persons assigned to manage the specific Projects for the CHA. The A/E will report directly to the Project Manager for a Project.

“**Record Drawings**” - Reproducible prints of Plans and Specifications showing significant changes in the Work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, and wiring, piping and duct work located in walls, floors and ceilings, and actual field dimensions based on marked-up prints, drawings and other data furnished by the Contractor to the A/E.

“**Reimbursable Expenses**” - The expenses incurred by the A/E included in the amount of compensation set forth in Article E(1) hereof. Reimbursable Expenses are for certain actual expenses incurred by the A/E in connection with a Project. All Reimbursable Expenses must be separated by the CHA’s individual building designations for each Project, and all costs must be identified by cost type (as set forth below) and building designation. Unless cost accounting is completed in this manner, the A/E will not be reimbursed for Reimbursable Expenses. Reimbursable Expenses include the following: (a) Travel Costs – The reasonable cost of travel incurred by the A/E when the CHA requests that the A/E travel to a location more than forty five (45) miles from the Project Site, the A/E's local Chicago office(s), or the CHA's office; (b) Delivery Costs - courier services and overnight mail; (c) Reproduction Costs – The cost to reproduce and

mail all drawings, Plans and Specifications, and Construction Documents required to be produced, provided or delivered pursuant to this Agreement, excluding the cost to reproduce such documents for the A/E's own use or the use of its sub-consultants; and (d) Specialty Consultants - The charges (hourly or otherwise) incurred for specialty consultants approved by the CHA in writing prior to the A/E's engagement thereof.

"Schematic Design Documents" - Documents prepared by the A/E during the Schematic Design Phase as set forth in Article C(3)(B)(iv) hereof.

"Scope of Work" - A description of the Services to be performed pursuant to this Agreement and the Task Orders issued hereunder (including, but not limited to, the A/E's architect/engineer design data and criteria, construction drawings, plans, technical specifications, engineer's reports, and all CHA provided information).

"Services" - The Basic Services and all Additional Services to be performed by the A/E pursuant to this Agreement and the Task Orders issued hereunder.

"Sites" - Those certain parcels of land located in the City of Chicago, County of Cook, and State of Illinois, to be described in the Task Orders.

"Site Plan" - The plan of the Site and the Improvements located thereon to be prepared by the A/E pursuant to Article C hereto.

"Special Conditions" - The Special Conditions of the Construction Contract between the CHA and the Contractor, supplementing the General Conditions of the Contract for Construction (HUD form 5370-A).

"Substantial Completion" - The milestone attained when the status of the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that the CHA may occupy the Work or designated portion thereof for the use for which it is intended, and as certified by the A/E.

"Task Order" - The order for A/E Services that describes the Scope of Work required at a Site.

"Task Order Proposal" - The proposal submitted by the A/E in Response to an LOI.

"Work" - All labor, materials, and services required to be performed by the Contractor to construct the Improvements in accordance with the Construction Contract, generally, and the Plans and Specifications, in particular.

"Work Breakdown Structure" or "WBS" - A fundamental technique for defining and organizing the total scope of a Project, using a hierarchical structure illustrating all superior and subordinate tasks.

ARTICLE A: PROPERTY INFORMATION

1. Description of the Properties

The Services that may be undertaken by the A/E will relate to Capital Maintenance, Rehabilitation, Modernization, and Development at the following Properties. All sites are within the Chicago City limits. CHA may subsequently acquire Properties requiring A/E's Services.

- A. Senior Housing: Approximately 8,955 dwelling type units located in approximately 58 high-rise and low-rise buildings among the CHA's properties are known as Senior Housing, constructed between the years 1955 and 1975. The various

buildings, including clusters as well as standalone building, are non-contiguous, and are spread over various sites. All units are either studio or one bedroom.

- B. Family Housing: Approximately 6,798 dwelling type units located in approximately fourteen (14) properties of the Chicago Housing Authority are known as Family Housing, constructed between 1937 and 1980. The Mid-rise and Low-rise buildings include clusters as well as standalone, are non-contiguous, and are spread over various sites. All units have either 1,2,3,4,5, or 6-bedroom configurations.
- C. Scattered Site Housing: Approximately 2,775 dwelling type units, known as Scattered Sites, were constructed between 1937 and 2000. The Low-rise, Townhouse, Walk-up and Single buildings include clusters as well as stand-alone units, are non-contiguous, and are spread over various sites throughout the Chicago city limits. All units have either 1, 2, 3, 4, 5, or 6-bedroom configurations.
- D. CHA Non-Dwelling Structures.

2. Description of the Modernization Activities

CHA shall contract separately with a contractor to perform the construction work needed at the Properties for the modernization activities required by the CHA. Such work at each of the Properties may include, but shall not be limited to, items No. A through No. F below:

- A. Exterior Work. Exterior work may include, but shall not be limited to, concrete, masonry, roofing, drainage system, landscaping, windows, facade, sheet metal, entry doors with hardware, stoops, and steps at high-rise, townhouse, single family, low rise, row house style buildings and non-residential buildings.
- B. Interior Work. Interior work may include, but shall not be limited to, performing a property condition assessment of all interior dwelling areas, and developing Plans and Specifications to repair and/or procure and install such items or systems if the evaluation of the following items or systems indicates that the repair, replacement or installation of new equipment and systems is required. Such items or systems shall encompass the following: complete renovation of all interior non-dwelling and dwelling units and common areas, including carpentry repairs, partition relocation, door and hardware replacement; repair and/or replacement of all interior finishes; replacement of bathroom fixtures and accessories; kitchen and bath casework; kitchen appliances (note: the CHA may, at its option, purchase and install kitchen appliances under a separate contract); window treatments; insulation, furnaces, diffusers, kitchen and bath exhaust fans, temperature controls, water heaters, plumbing fixtures, electrical devices, and lighting fixtures. All designated Sensory and Mobility units shall meet the CHA Accessibility Guidelines, UFAS, Section 504 requirements for HUD Certifications, and all state and local accessibility codes, ordinances and regulations.

- C. Environmental Work. Environmental work may include, but shall not be limited to, the following: In buildings where there has been significant fire or water damage, performing appropriate evaluation or testing to ascertain the presence of hazardous mold growth or other adverse environmental conditions; removal and disposal of hazardous mold growth or other adverse environmental conditions which may have occurred, in accordance with the rules and regulations promulgated by all agencies having regulatory authority; removal of asbestos containing materials; removal or complete encapsulation of any existing lead-based paint; complete repainting of all surfaces; performing all testing, performing all required monitoring and oversight of the environmental work, and producing all reports and certifications required to substantiate compliance with all applicable regulatory requirements for environmental work.
- D. Systems Work. Systems work may include, but shall not be limited to, security systems, all heating systems, all domestic, sanitary, and storm water systems, the plumbing supply and return piping, and trash collection and disposal systems; telephone service and systems, cable television and WiFi service.
- E. Site Work. Site work may include, but shall not be limited to, paving, walkways, site fencing, landscaping, designing accessible routes to parking lots and public ways, parking lots, refuse areas, masonry screen walls, and site drainage and retention; within each Property, repair of or new service for water, electrical and/or gas utilities, and associated piping or electrical service conduit. All Site Work shall comply with all CHA Accessibility Guidelines, UFAS, Section 504 requirements for HUD Certifications, and related state and local accessibility codes, ordinances and regulations.
- F. Other. Other work required may include, but shall not be limited to, the repair, installation and/or procurement of such items or systems.

ARTICLE B: TASK ORDER ASSIGNMENT/ADMINISTRATION

In connection with Projects awarded by Task Orders in accordance with the provisions herein, the A/E agrees to provide complete architectural and engineering services as are usually and customarily performed in the Category or Categories of Services to which the A/E is assigned, which may include, but are not limited to, such services rendered or done by architects or engineers preliminary to, and in connection with, the preparation of all drawings and specifications, the preparation of related contract documents, assistance in obtaining construction bids and permits, construction administration activities, and close out and post-completion/warranty phase professional services as the Architect of Record/Engineer of Record for such construction activities at the assigned Sites(s) as set forth in the Task Orders. The A/E also agrees that its Construction Documents resulting from each awarded Task Order shall comply with all applicable laws.

The A/E understands and agrees that pursuant to the RFQ Event No. 3097, the CHA will enter multiple Indefinite Delivery Indefinite Quantity (“IDIQ”) task order based Standard Agreements and that each A/E under such Agreement will have opportunities to be awarded Task Orders.

The A/E, if selected to perform A/E services pursuant to a Task Order, shall act as the prime contractor and be solely responsible for the Scope of Work described in such Task Order. The A/E will be required to work with the Office of Development and other CHA staff to satisfy the contracting objectives of awarded Task Orders.

1. Administrative Ordering Procedures

The CHA intends to utilize the following ordering process for the Task Order assignments issued under the Agreement within the applicable Categories of Service. **Note: A/E services valued at \$2,000,000 or greater are not subject to this Standard Agreement.**

A. Process for awarding Task Orders

- i. A/E services shall be ordered pursuant to an LOI, which will describe the Scope of Work for the Task Order.
- ii. CHA shall present each LOI to a minimum of three (3) A/E’s in the applicable Category of Services.
- iii. On the basis of the Scope of Work, the A/Es shall prepare and submit within the time period specified in the LOI a proposal to perform the Task Order work for a Firm Fixed Fee. Requests for Information (“RFIs”) shall be due on the second business day following the site visit, if applicable. Failure to provide a proposal on a timely basis may result in rejection of the proposal.
- iv. CHA, at its discretion, may elect not to finalize a Task Order with one of the A/Es from whom proposals were requested if:
 - a. The A/Es are unable to accept or perform the Task Order;
 - b. The A/Es fail to submit proposals to perform the Task Order work within the period of time designated for response in the LOI;
 - c. CHA determines that the proposed pricing is excessive for the Scope of Work identified in the LOI, and the CHA cannot come to an agreement on a Firm Fixed Fee for the Task Order work within ten (10) business days of CHA’s receipt of proposals; or
 - d. The proposed staffing or work plans submitted to perform the Task Order Services will not meet the CHA's needs for the Project or will not be advantageous to the CHA.

- v. In the event that CHA does not finalize a Task Order with any A/E who submitted a proposal in response to an LOI, CHA, at its option, may issue an LOI to one or more additional A/Es in the applicable category of service.
- vi. The A/E may elect not to respond to up to a total of two (2) LOIs during each contract year of the Agreement. Submitting a proposal after the submission due date required by the LOI shall be considered a failure to respond. Failure to respond to three (3) LOIs during a contract year shall be grounds to terminate the Agreement for cause and shall void minimum contract work value guarantees.

B. Responding to an LOI

- i. The A/E will respond to an LOI by submitting a Firm Fixed Fee Proposal and work plan to the Department of Procurement and Contracts, which shall describe, as applicable:
 - a. The A/E's approach to performing those Services;
 - b. A Work Breakdown Structure, if applicable, for completion of Services and a list of the Deliverables to be provided;
 - c. A schedule for delivery;
 - d. A staffing schedule and list of subcontractors to be utilized;
 - e. A Firm Fixed Fee Proposal;
 - f. The requisite MBE/WBE and Section 3 Utilization Plans; and
 - g. Certificate of applicable Insurance(s).
 - h. Any other submissions specifically requested in the LOI.
- ii. All work plans submitted in response to an LOI shall include a schedule of milestone events, work and deliverables, personnel and permissible reimbursable costs to be assigned to tasks, a list of subcontractor(s) or sub-consultants as appropriate, and a schedule of task reporting.
- iii. The A/E's response to an LOI shall conform to the terms of the applicable request and the terms and conditions of this Agreement. The Firm Fixed Fee Proposals and work plans will constitute irrevocable offers for a period of one hundred eighty (180) calendar days after receipt by the CHA.
- iv. There shall be no additional compensation for the time and effort required of an A/E to formulate their proposals in response to an LOI, including, but not limited to, any site visits and consultations required to determine the scope of work necessary to price the proposal. Any and all costs associated with the preparation of proposals are not reimbursable.
- v. The A/E acknowledges and agrees that:

- a. The CHA is under no obligation to issue any work pursuant to an LOI;
- b. The level of Services requested may vary by Project; and
- c. The CHA, at the sole discretion of the CHA's Contracting Officer, may enter into similar agreements with other A/Es or enter into other agreements for A/E professional services pursuant to separate procurements.

C. Selection Criteria

The following factors will be considered in the awarding of Task Orders.

- a. Quality of the A/E's proposal for performing the Task Order work, including:
 - 1. Proposed Firm Fixed Fee to perform the Scope of Work;
 - 2. Proposed duration to perform the Scope of Work;
 - 3. A/E's overall approach and work plan for performing the Scope of Work.
- b. Past performance on earlier Task Orders or other work under any contract with the CHA, including quality, timeliness, cost control, and adherence to CHA's compliance requirements, including CHA's Section 3 and MBE/WBE Policies.
- c. Potential impact on the ability of the A/E to perform previously awarded Task Orders.
- d. CHA will review each submitted proposal and award a Task Order to the A/E whose Firm Fixed Fee Cost Proposal is deemed, in CHA's sole discretion, to provide the best value and be in the best interest of the CHA, unless CHA 1) cancels the LOI, or 2) upon review of all Proposals, chooses not to award the Task Order.

D. Award of Task Order and Notice to Proceed

The CHA's acceptance of a proposal submitted in response to an LOI will be demonstrated by a notice of award and a countersigned proposal. The A/E shall not proceed with any Services required by a Task Order until a Notice to Proceed is issued. The Notice to Proceed shall provide beginning dates and end dates for the Services required under each Task Order, which directs the A/E to perform the Services in accordance with the Task Order. The A/E will not commence Services, and the CHA will not be liable for any costs incurred by, or for payments to be made to, the A/E without an executed Notice-to-Proceed. All Task Orders and approved work plans are subject to the terms and conditions of this Agreement. The

Agreement's terms and conditions shall supersede those appearing on the reverse side of the CHA's Purchase Order forms that are maintained for the CHA's records. Any terms and conditions in a work plan submitted by the A/E, which otherwise conflict with, are inconsistent with, or address matters not addressed in the Agreement or Task Order are void and of no effect on the CHA (notwithstanding any other approval contemplated or provided for under the Agreement), unless accepted in writing by the Contracting Officer as a modification to the Task Order.

2. Exceptions to Task Order Selection Process

All Task Orders shall be issued pursuant to the process above, unless one of the following exceptions applies:

- A. The CHA's need for the services is so urgent that issuing LOIs to three A/Es would result in unacceptable delays.
- B. The Task Order must be issued on a non-competitive basis in the interest of economy and efficiency, because it is a logical follow-on to Services being performed under a previously issued Task Order or Contract.
- C. It is necessary to place a Task Order with a particular firm to satisfy an A/E's minimum guarantee on its Agreement.

Any proposed utilization of the Exceptions to Task Order Selection Considerations must have the prior written approval of the CHA's Contracting Officer.

ARTICLE C: REQUIRED SERVICES

1. Architect of Record/Engineer of Record; Project Architect/Project Engineer

- A. AOR/EOR; Project Architect/Project Engineer
The A/E shall serve as the "Architect of Record"/ "Engineer of Record" for the Projects and shall designate a licensed Illinois architect / licensed Illinois engineer to serve as the Project Architect/Project Engineer. The Project Architect/Project Engineer shall be a principal or full time employee of the A/E, and shall be approved by the CHA to supervise the performance of all Services, including, but not limited to, the preparation of all Plans and Specifications, all Construction Documents, and all Bidding and Contract Documents. The A/E shall certify that all work was performed under the direct supervision of the Project Architect/Project Engineer and that it conforms to the Chicago Building Code, as amended, the Illinois Accessibility Code, as amended, all applicable Federal, State, and local building codes, as amended, including, but not limited to, the Uniform Federal Accessibility Standards, the Americans with Disabilities Act of 1990, as amended, Section 504 of the Rehabilitation Act of 1973, as amended and as implemented in 24 CFR Part 8, the Fair Housing Act Design Manual, and the design and construction requirements of HUD. All Services requiring professional

architectural judgment shall be performed by the Project Architect/Project Engineer.

B. Approval

The Project Architect/Project Engineer shall be approved by the CHA and, once approved by the CHA, the Project Architect/Project Engineer shall not be removed from his/her position without the express written consent of the CHA unless the Project Architect/Project Engineer leaves the employ of the A/E. If the Project Architect/Project Engineer does leave the employ of the A/E, then the A/E shall promptly submit the name of a replacement Project Architect/Project Engineer to the CHA for approval.

C. Seal

The AOR/EOR or Project Architect/Project Engineer shall affix his or her seal and signature to drawings and Plans and Specifications produced under this Agreement when required by law.

2. A/E Basic Services

In completing the Agreement and the Task Orders issued hereunder, the A/E shall perform the following Basic Services:

A. The A/E shall provide complete architectural and engineering services in connection with the Agreement as are usually and customarily performed, rendered or done by architects and/or engineers preliminary to and in connection with the preparation of plans, designs and specifications and the construction associated with the development, rehabilitation and renovation of dwelling and non-dwelling properties. The A/E shall also provide such plans and designs as are necessary to illustrate the scale and function of, and relationship between and among, Project components, including but not limited to, parking, traffic, life safety, and interior and exterior lighting including, but not limited to, all such work and services as described in the Agreement and Task Orders issued hereunder. The A/E shall also provide building commissioning work which may include, but shall not be limited to, the enhanced commissioning (design review, construction oversight and post completion activities) of the building envelope, mechanical, electrical, plumbing, fire protection, and information technology systems by a third party.

B. Categories of Professional Services. In connection with the Projects, the A/E shall provide the CHA with the following basic professional services (as applicable to the Category of Service for the Project) including, but not limited to, the following:

- i. ADA/504 Planning and Assessments
- ii. ADA/504 Design Criteria
- iii. Architecture

- iv. Building Commissioning
- v. Civil Engineering
- vi. Construction Contract Administration
- vii. Cost Estimating
- viii. Electrical Engineering
- ix. Elevator Design and Rehabilitation
- x. Environmental Engineering
- xi. Fire Protection Engineering
- xii. Forensic Architectural and Engineering Services, Studies, Investigations and Reports
- xiii. Interior Space Planning and Interior Architecture
- xiv. Land/Plat Surveying
- xv. Landscape Architecture
- xvi. Mechanical Engineering
- xvii. Permit Coordination
- xviii. Plumbing Engineering
- xix. Price and Cost Analysis
- xx. Property inspection to meet due diligence requirements and to satisfy housing quality inspections
- xxi. Site Planning
- xxii. Security Design
- xxiii. Structural Engineering

Sub-consultants to the A/E. Sub-consultants retained by the A/E shall be subject to the same professional standards and requirements as the A/E. The A/E shall not retain or change any sub-consultants without the prior written consent of the CHA.

- C. Experienced Staff. The A/E shall furnish its skill and judgment and cooperate with the CHA and the CHA's duly authorized representatives/agents in achieving Project objectives. The A/E shall furnish efficient business administration and endeavor to furnish at all times adequate materials and other items necessary for the proper execution and completion of the Services in an expeditious and economical manner, consistent with the interests of the CHA. The A/E shall provide staff that is trained, experienced and expert in architecture and engineering, shall have all necessary licenses and certificates, and shall be fully familiar, and shall comply, with all Applicable Laws. For each Task Order, the A/E shall self-perform a minimum of 50% of the services required of the A/E's specific discipline.
- D. Compliance with Applicable Laws. The A/E shall perform its Services to conform to all applicable Federal, State and local laws codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the CHA, including, but not limited to, those promulgated by HUD, the Environmental Protection Agency, and the Occupational Safety and Health Administration. The A/E shall certify that the Contract Documents will conform to all Applicable Laws in effect when the Construction Documents are submitted for a building permit. The A/E shall prepare all Construction Documents required for approval by all

governmental agencies having jurisdiction over a Project. The A/E shall make all changes in the Bidding and Contract Documents necessary to obtain governmental approval without additional compensation or reimbursement, except if, subsequent to the date the CHA issues a Notice to Proceed for the Work to be undertaken by the general contractor hired by the CHA, revisions are made to applicable codes or non-federal regulations requiring changes to the Plans and Specifications that result in additional cost, then the A/E shall be entitled to additional compensation at a fair and equitable rate to be agreed upon by the CHA and the A/E. The A/E, however, is obligated to notify the CHA of all significant code or regulatory changes within sixty (60) calendar days of their effective date, and such notification shall be required in order for the A/E to be entitled to any additional compensation or reimbursement.

- E. **Designing within Funding Limitations.** If applicable to a Project, the A/E shall perform the Services required under the Agreement and Task Orders issued in such a manner so as to cause all awards of Construction Contract(s) not to exceed an amount to be provided by the CHA in writing to the A/E prior to the commencement of the A/E's services for the Project. This fixed limit shall be called the "Maximum Construction Contract Cost." The amount may only be increased by written notice from the CHA. If a change to the Work results in an increase in the Maximum Construction Contract Cost, a modification to the Task Order between the CHA and A/E will be required. Should the overall bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the CHA has the right to require the A/E to perform without additional compensation or reimbursement, redesigns, rebids, and other services necessary to cause an award of the Construction Contract(s) within the Maximum Construction Contract Cost. In addition, the A/E and the CHA may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written modification to a Task Order.
- F. **Attendance at Meetings.** In addition, as part of the Basic Services, on behalf of the A/E and together with the CHA, the Project Architect/Project Engineer shall attend, participate in and produce handouts and presentation materials, slide presentations or "PowerPoint™" presentations at design conferences with the CHA, meetings of the CHA's Board of Commissioners, meetings with HUD, and Construction Contract negotiations, when requested by the CHA. At present, the CHA estimates the meeting schedule to be as follows for each Task Order, however, the Project Architect/Project Engineer may be required to attend additional meetings as needed:
- i. Two (2) CHA working group meetings, if applicable;
 - ii. Two (2) Town Hall meetings with residents and resident leadership, if applicable;
 - iii. Two (2) meetings with accessibility advocacy groups (in addition to any required meetings with the Mayor's Office of People with Disabilities in the due course of establishing a Project program and construction requirements), if applicable; and

- iv. Four (4) meetings with the City of Chicago's Department of Buildings' ("DOB") review consultant to obtain building permits, if applicable.

3. Phases and Descriptions of Basic Services

The A/E shall provide as Basic Services all work described in this Article C(3) and all such other professional services necessarily implied from, incident to, and normally provided for the design of projects with a similar scope of work.

A. Pre-Design Phase

- i. Commencement of Phase
After receipt of a Notice to Proceed from the CHA, the A/E shall prepare and deliver Pre-Design Documents to the CHA in accordance with the requirements set forth in the Task Orders.
- ii. Elements
The Pre-Design Documents shall consist of a presentation of the complete Property Assessment, Project Program and any required studies (i.e. feasibility). The A/E shall revise these documents consistent with the requirements and criteria established by the CHA to secure the CHA's written approval.
- iii. Accuracy of Information
The A/E shall make an independent assessment of the accuracy of the information provided by the CHA concerning existing conditions.
- iv. Required Activities
In this Phase, the A/E shall undertake all reasonably required activities, including, but not limited to, the following:
 - a. Attend the Project kick off meeting to review and discuss the goals of the Project, including the scope, schedule, and budget;
 - b. Review all existing historical documents and information provided by the CHA;
 - c. Procure a site survey, if required;
 - d. Procure a geotechnical survey of the property, if required, for developing storm water management best practices;
 - e. Obtain information on existing site utilities, if required, from the City of Chicago Office of Underground Coordination (OUC);
 - f. Develop a comprehensive Property Assessment, which shall include, but not be limited to, the analysis of the following: site, building envelope and roof, building interiors, building mechanical, electrical, plumbing, fire protection, information technology and security systems;
 - g. Develop a comprehensive Project Program;

- h. Develop a feasibility study or other related studies, if required;
- i. Assist the CHA in the preparation of the Owner's Project Requirements (OPR) as a third-party Commissioning Agent for the project, if required;
- j. Submit Pre-Design Documents at 100% completion to the CHA for review;
- k. Make such changes and revisions in the Pre-Design Documents and provide such drawings, reproductions and supporting data necessary to meet the requirements of the CHA; and
- l. Provide the required documents described in this Section based on the mutually agreed upon program, schedule, and budget for the cost of the Work.

v. Required Documents

In this Phase, the A/E shall prepare all reasonably required documents, including, but not limited to, the following:

- a. Site Survey, if required;
- b. Geotechnical Survey, if required;
- c. OUC Report, if required;
- d. Property Assessment;
- e. Schedule of building types, unit distribution and bedroom count;
- f. Project Program;
- g. Feasibility or other related studies; and
- h. OPR, if required.

vi. Documents to Comport with CHA-Provided Information

The Pre-Design Documents shall be consistent with the following requirements and the following documents which have been or may be furnished to the A/E by the CHA:

- a. Description of features of, and facilities in, the Improvements required by the CHA;
- b. Any applicable Building Assessments;
- c. A site survey (if survey provided by the CHA);
- d. A geotechnical survey (if report provided by the CHA);
- e. An environmental report with a delineation of wetlands (if report provided by the CHA);
- f. Any report or other such work product as may be produced by any engineer, professional or professional consultant as may be retained by the CHA or at the CHA's direction as described in this agreement between the CHA and the A/E; and
- g. Project funding limitations set forth in the agreement between the CHA and the A/E.

The determination of the sufficiency of the information contained in the items set forth above and the interpretation of the surveys and reports set forth above shall be the responsibility of the A/E.

- vii. Documents for Review
In this Phase, the A/E shall provide the CHA with copies of the Pre-Design Documents for review.
- viii. Conclusion of Phase
The Pre-Design Phase will conclude upon the A/E's receipt of the CHA's written approval of the Pre-Design Documents.

B. Schematic Design Phase

- i. Commencement of Phase
After receipt of written approval of the Pre-Design Documents from the CHA, the A/E shall prepare and deliver Schematic Design Documents to the CHA in accordance with the requirements set forth in the Task Orders.
- ii. Elements
The Schematic Design Documents shall consist of a presentation of the complete Schematic Design of the Project, including all major elements of the Improvements, planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The A/E shall revise these documents consistent with the requirements and criteria established by the CHA to secure the CHA's written approval.
- iii. Required Activities
In this Phase, the A/E shall undertake all reasonably required activities, including, but not limited to, the following:
 - a. Conduct and prepare a preliminary code analysis package, including, but not limited to, the following components; Occupancy classification, construction type, occupant load by area and floor, travel distances, accessibility, exit types, units and widths, plumbing fixture counts, parking requirements, fire resistance requirements;
 - b. Prepare documents necessary to illustrate any required amendments to the public right of way (PROW), if required;
 - c. Conduct a sustainable design workshop, if required, to develop a preliminary LEED checklist for the Project;
 - d. Prepare an initial energy simulation model using the DOE2 modeling software, or such energy modeling software as required by the CHA;
 - e. Prepare and present the design options for the Project for review by the CHA;
 - f. Prepare the plans, elevations, sections, outline specifications and narratives, as required, to describe the applicable disciplines

including, but not limited to architectural, structural, civil, landscape, mechanical, electrical, plumbing, fire protection and technology aspects of the selected design option, to assist the CHA in its development of an Independent Cost Estimate at 100% completion;

- g. Assist the CHA in updating the OPR as a third-party Commissioning Agent for the project, if required.
- h. Prepare the Basis of Design (BOD) document as a third-party Commissioning Agent for the project, if required;
- i. Submit Schematic Design Documents at 100% completion to the CHA for review;
- j. Review and comment on the Independent Cost Estimate prepared by the CHA and make recommendations for potential cost reduction strategies;
- k. Attend meetings with working group committees that will be established by the CHA, to represent the local community needs and interests;
- l. Make such changes and revisions in the Schematic Design Documents and provide such drawings, reproductions and supporting data necessary to meet the requirements of the CHA; and
- m. Provide the required documents described in this Section based on the mutually agreed upon program, schedule, and budget for the cost of the Work, which shall establish the Schematic Design of the Project illustrating the scale and relationship of the Project components.

iv. Required Documents

In this Phase, the A/E shall prepare all reasonably required documents, which may include, but are not limited to, the following:

- a. Project specific analysis of codes, ordinances and regulations;
- b. PROW amendment documents, if required;
- c. Preliminary LEED checklist, if required;
- d. Initial energy simulation model;
- e. Plans, elevations and sections;
- f. Narratives;
- g. Outline Specifications;
- h. OPR, if required; and
- i. BOD, if required.
- j. Preliminary construction cost estimates;
- k. Schedule of building types, unit distribution and bedroom count;
- l. Scale plan of all buildings, and typical dwelling units.

v. Documents for Review

In this Phase, the A/E shall provide the CHA with copies of the Schematic Design Documents for review.

- vi. Conclusion of Phase
The Schematic Design Phase will conclude upon the A/E's receipt of the CHA's written approval of the Schematic Design Documents.

C. Design Development Phase

- i. Commencement of Phase
After receipt of written approval of the Schematic Design Documents, the A/E shall prepare and submit the Design Development Documents to the CHA in accordance with the Schedule included in the Task Order. The A/E shall revise the Design Development Documents consistent with the requirements and criteria established by the CHA to secure the CHA's written approval, and limit any and all ambiguous, vague, or incomplete design information that might cause needless additional cost to the CHA that may be discovered through the bidding process.
- ii. Elements
The Design Development Documents shall consist of a presentation of the complete design of the Project, including all major elements of the Improvements, planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The A/E shall revise these documents consistent with the requirements and criteria established by the CHA to secure the CHA's written approval.
- iii. Design Standards
In this Phase, the A/E shall design the Project to meet all of the design standards set forth in the Agreement and in accordance with the criteria set forth in the following:
 - a. Public Housing Development Handbook. HUD 7417 Rev-1 CHG-12 (December 21, 1992), as amended
 - b. The Public Housing Modernization Standards Handbook. HUD 7485.2 CHG-2 (March 29, 1993), as amended
 - c. HUD Lead Based Paint Poisoning Prevention, codified at 24 CFR 35; 24 CFR 965, Subpart H; and as modified by various HUD circulars
 - d. Uniform Federal Accessibility Standards codified at 24 CFR 40
- iv. Required Activities
In this Phase, the A/E shall undertake all reasonably required activities, including, but not limited to, the following:
 - a. Update the code analysis package, including, but not limited to, the following components; occupancy classification, construction type, occupant load by area and floor, travel distances, accessibility, exit

- types, units and widths, plumbing fixture counts, parking requirements, fire resistance requirements;
- b. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, and Office of Emergency Management and Communication;
 - c. Update the LEED checklist, if required;
 - d. Update the energy simulation model using the DOE2 modeling software, or such energy modeling software as required by the CHA;
 - e. Review approaches with the CHA for the construction phasing of the Project, if required;
 - f. Prepare graphics, presentation materials, illustrations and display materials as needed to describe Design Development Phase activities;
 - g. Prepare draft "presentation boards," to present Design Development Phase standard products and final "presentation boards" to illustrate final approved standard materials, as requested;
 - h. Participate in meetings with the CHA as requested to complete the Design Development Phase;
 - i. Prepare the plans, elevations, sections, specifications and narratives, as required, to describe the applicable disciplines including, but not limited to, architectural, structural, civil, landscape, mechanical, electrical, plumbing, fire protection and technology aspects of the selected design option, to assist the CHA in its development of an Independent Cost Estimate at 100% completion;
 - j. Prepare Construction Cost Estimates in accordance with the provisions set forth in this Agreement, if required;
 - k. Submit Design Development Documents at 100% completion to the CHA for review;
 - l. Assist the CHA in updating the OPR, as a third-party Commissioning Agent for the project, if required;
 - m. Update the Basis of Design (BOD) document, as a third-party Commissioning Agent for the project, if required;
 - n. Perform a review of the Design Development Documents at 100% completion as a third-party Commissioning Agent for the project, if required;
 - o. Review and comment on the Independent Cost Estimate prepared by the CHA or third parties and make recommendations for potential cost reduction strategies;
 - p. Attend meetings with working group committees that will be established by the CHA, to represent the local community needs and interests;
 - q. Make such changes and revisions in the Design Development Documents and provide such drawings, reproductions and

supporting data as necessary to meet the requirements of the CHA;
and

- r. Provide the required documents described in this Section based on the mutually agreed-upon program, schedule, and budget for full cost of the Work, which shall establish the complete design of the Project illustrating the scale and relationship of the Project components.

v. Design Development Required Documents

In this Phase, the A/E shall prepare all reasonably required documents, which may include, but are not limited to, the following:

- a. Updated project specific analysis of codes, ordinances, and regulations;
- b. PROW amendment documents, if required;
- c. Updated LEED checklist, if required;
- d. Updated energy simulation model;
- e. Recommendations for phasing of construction;
- f. Presentation boards, including renderings;
- g. Drawings, plans, elevations and sections, sufficient to fix and illustrate Project scope and character in all essential design elements;
- h. Narratives;
 - a. Specifications; and
 - b. Construction Cost Estimates and analyses, if required.
 - c. OPR, if required; and
 - d. BOD, if required;
 - e. Landscape plan;
 - f. Floor plans;
 - g. Engineering drawings;
 - h. Outline specifications.

vi. Documents for Review

In this Phase, the A/E shall provide the CHA with copies of the Design Development Documents for review.

vii. Conclusion of Phase

The Design Development Phase will conclude upon the CHA's written approval and acceptance of the Design Development Documents.

D. Construction Documents Phase

i. Commencement of Phase

After receipt of the CHA's written approval of the Design Development Documents, the A/E shall prepare and submit the Construction Documents to the CHA in accordance with the Task Order.

ii. Elements

The Construction Documents shall include all documents listed in the Definition Section of this Agreement, together with details of all work to be performed; all material; workmanship; finishes; equipment required for the architectural, structural, mechanical, electrical and site work; survey maps furnished by the CHA and approved by A/E; and direct reproduction of any logs and subsurface soil investigations.

iii. Compliance with Requirements

The Plans and Specifications shall comply with all requirements and conditions of any approvals, certificates or permits given by any and all governmental authorities and agencies having jurisdiction over the design, construction, existence or use of the Project. The Plans and Specifications shall require that no materials incorporated into the Work shall contain asbestos-containing materials. Asbestos-containing materials shall mean materials containing one percent (1%) or more of asbestos by weight.

iv. Required Activities

In this Phase, the A/E shall undertake all reasonably required activities which may include, but are not limited to, the following:

- a. Finalize the code analysis package, including, but not limited to, the following components; occupancy classification, construction type, occupant load by area and floor, travel distances, accessibility, exit types, units and widths, plumbing fixture counts, parking requirements, fire resistance requirements;
- b. Finalize the LEED checklist, if required;
- c. Prepare the LEED submittal for United States Green Building Council review, if required;
- d. Update the energy simulation model using the DOE2 modeling software, or such energy modeling software as required by the CHA;
- e. Finalize approaches with the CHA for the construction phasing of the Project, if required;
- f. Participate in meetings with the CHA as requested to complete the Construction Documents Phase;
- g. Prepare the Construction Documents, as required, to describe the applicable disciplines including, but not limited to, architectural, structural, civil, landscape, mechanical, electrical, plumbing, fire protection and technology aspects of the selected design option, to assist the CHA in its development of an Independent Cost Estimate at 50% and 100% completion;
- h. Identify allowances for the cost of elements not designed;
- i. Prepare Construction Cost Estimates in accordance with the provisions set forth in this Agreement, if required;

- j. Submit the Construction Documents at 50% and 100% completion to the CHA for review;
 - k. Assist the CHA in updating the OPR, as a third-party Commissioning Agent for the project, if required;
 - l. Update the Basis of Design (BOD) document, as a third-party Commissioning Agent for the project, if required;
 - m. Prepare the commissioning specifications, as a third-party Commissioning Agent for the project, if required;
 - n. Perform reviews of the construction documents at 50% and 100% completion, as a third-party Commissioning Agent for the project, if required;
 - o. Review and comment on the Independent Cost Estimate prepared by the CHA, and make recommendations for potential cost reduction strategies;
 - p. Coordinate, implement and expedite all Construction Document submissions for permit(s) to all required agencies, departments and bureaus. This should include, but is not limited to, preparing all required applications, coordinating all required meetings, and monitoring the progress of the permit(s) with the respective agencies, departments and bureaus. Also included should be all modifications to the Construction Documents to comply with all codes and requirements;
 - q. Submit Construction Documents for permits, and modify Construction Documents to comply with required City and code requirements;
 - r. Attend meetings with working group committees that will be established by the CHA, to represent the local community's needs and interests;
 - s. Ensure all changes and revisions from previous phases are addressed and reconciled, and provide such drawings, reproductions and supporting data necessary to meet the requirements of the CHA and applicable governing agencies; and
 - t. Provide the required documents described in this Section based on the mutually agreed-upon program, schedule, and budget for the cost of the Work, which shall establish the constructability of the Project illustrating the scale and relationship of the Project components.
- v. Required Documents
The Construction Phase Documents shall include, but shall not be limited to the following:
- a. PROW amendment documents, if required;
 - b. Updated LEED checklist, if required;
 - c. Updated energy simulation model;
 - d. Recommendations for phasing of construction;

- e. Presentation boards, including renderings;
- f. Plans, drawings, elevations and sections, sufficient to fix and illustrate Project scope and character in all essential design elements;
- g. Narratives;
- h. Technical Specifications;
- i. Solicitation for Bids;
- j. Form of Contract;
- k. General Conditions for Construction Contracts;
- l. Special Conditions;
- m. Updated Construction Cost Estimates and analyses, if required;
- n. OPR, if required; and
- o. BOD, if required.

vi. Documents for Review

In this Phase, the A/E shall provide the CHA with copies of the Construction Documents for review.

vii. Conclusion of Phase

The Construction Documents Phase shall conclude upon the A/E's completion of the Construction Documents and receipt of the CHA's written approval thereof.

E. Construction Bidding Phase

i. Commencement of Phase

After receipt of the CHA's written approval of the Construction Documents, the A/E shall assist the CHA in administering the bidding and award of the Construction Contract in accordance with the Schedule attached to the Task Order.

ii. Required Activities

During this Phase, the A/E shall perform all reasonably required activities, including, but not limited to, the following:

- a. Respond to Requests for Information (RFIs) including developing drawings and clarifications to be issued to potential bidders as necessary;
- b. Assist in the preparation of any addenda prior to bid submission date;
- c. Attend Pre-Bid Conference(s) and site visit as necessary;
- d. Attend public bid opening;
- e. Assist the CHA in analyzing the bids received, including analysis of CSI Division costs, Quantity Takeoffs and CPM schedules;
- f. Attend pre-award conference(s), surveys; and

- g. Revise drawings and/or scope as necessary to achieve construction goals and budget.

- iii. Conclusion of Phase

The Bidding and Award Phase will conclude upon the CHA's award of the Construction Contract to the Contractor.

F. Construction Administration Phase

- i. Commencement of Phase

After the CHA has executed the Construction Contract, the A/E shall, in a prompt and timely manner and in accordance with the Schedule attached to the Task Order, administer the Construction Contract and all Work required by the Construction Documents.

- ii. Defects and Deficiencies

During this Phase, the A/E shall use its best efforts to protect the CHA against defects and deficiencies in the execution and performance of the Work.

- iii. Required Activities

During this Phase, the A/E shall perform all reasonably required activities related to administration of the Construction Contract, including, but not limited to:

- a. Participate in pre-construction conference(s), when requested by the CHA;
- b. Make all modifications to the Construction Documents required to obtain building permits and all other required permits and authorizations from all governmental authorities and agencies having jurisdiction over the design, construction, existence or use of the Project;
- c. Assist in monitoring the progress of the Work per the critical path schedule submitted by the Contractor;
- d. Make recommendations to the CHA for solutions to special problems or changes necessitated by special conditions encountered in the course of construction;
- e. Attend dispute resolution conferences when requested by the CHA;
- f. Attend weekly Project meetings regarding the progress of the Work as requested by the CHA and record all actions and decisions made at such job meetings in written minutes to be provided to the CHA on a weekly basis;
- g. Conduct weekly site visits in order to monitor the quality and progress of the Work;
- h. Require any sub-consultant providing services to the A/E to visit the Site at least twice weekly during the time that construction is

- occurring on the portion of the Work related to its discipline, unless directed otherwise by the CHA, and report in writing to the A/E;
- i. Submit a weekly written field report of work in progress and overall construction status;
 - j. Maintain photo documentation and log work in progress;
 - k. Receive, review, audit and comment on monthly construction progress and budget status reports from the CHA;
 - l. Notify the CHA in writing of any defects or deficiencies in the Work within five (5) calendar days of discovery thereof, regardless of method of discovery;
 - m. Notify the CHA in writing of any matter of dispute with the Contractor within five (5) calendar days of receipt of any notice of such dispute, whether verbal or written;
 - n. Promptly respond to requests for information (RFIs) from the Contractor no later than five (5) business days after receipt thereof and, if necessary, prepare bulletins for Contractor pricing of any potential change orders or change orders;
 - o. Determine the validity of Contractor's RFI by identifying 'frivolous' or 'incidental' requests for which answers have been previously provided in drawings, sketches, notes, and/or technical specifications;
 - p. Review and approve the Contractor's shop drawings and other submittals for conformance to the requirements of the Construction Contract;
 - q. Review the Contractor's shop drawings and other submittals for conformance to the requirements of the OPR, BOD and Construction Documents, as a third-party Commissioning Agent for the project, if required;
 - r. Develop construction checklists, as a third-party Commissioning Agent for the project, if required;
 - s. Oversee and document functional performance testing, as a third-party Commissioning Agent for the project, if required;
 - t. Conduct consistent regular commissioning team meetings to monitor the progress of the project, as a third-party Commissioning Agent for the project, if required;
 - u. Conduct CHA training, as a third-party Commissioning Agent for the project, if required;
 - v. Revise drawings to correct errors, clarify intent or accommodate change orders;
 - w. Review all potential change orders, claims, disputes or matters in question regarding Work performed by the Contractor or its subcontractors and deliver written opinions regarding the same to the CHA within thirty (30) days after receipt of same;
 - x. Assist in negotiating, prepare cost or price analysis for, and counter-sign change orders (as directed by CHA). Cost or price analyses include, but are not limited to, Independent Cost Estimates. The

Independent Cost Estimates shall include sufficient detail that will assist the CHA in comparing the A/E's estimated costs to the Contractor's cost proposal. (An Independent Cost Estimate format approved by the CHA is attached hereto as Exhibit B);

- y. Prepare Independent Cost Estimates within five (5) calendar days of the creation of a bulletin as directed by the CHA;
- z. Attend all monthly pay request and construction meetings;
- aa. Review, approve, and certify all of Contractor's periodic and final Requests for Payment within ten (10) days of receipt thereof;
- bb. Procure and oversee testing such as, but not limited to, soil analysis, pressure tests, etc., by qualified parties as necessary and as directed by CHA;
- cc. Prepare a written punch list for all deficient and incomplete contract work items per the requirements of the Construction Contract;
- dd. Issue a Certificate of Substantial Completion when the Contract work has been reviewed and found to be sufficiently complete and ready for occupancy;
- ee. Review all Work following Contractor's completion of punch list items and determine whether final acceptance is appropriate; and
- ff. Prepare a written certificate stating that all punch list items have been satisfactorily completed.

iv. Conclusion of Phase

The Construction Administration Phase will conclude upon the CHA's receipt and acceptance of the A/E certificate stating that all punch list items have been satisfactorily completed and the CHA's delivery of a written statement accepting the Work in place, and issuance of a Certificate of Substantial Completion.

G. Close-Out Phase

i. Commencement of Phase

After the completion of the Work and after the CHA's receipt and acceptance of the A/E's certificate stating that all punch list items have been satisfactorily completed, and the CHA's delivery of a written statement accepting the Work in place, the A/E shall, in a prompt and timely manner and in accordance with the Schedule attached to the Task Order, review the Work with the Contractor and the CHA and perform customary completion, acceptance and close-out activities related to the Work.

ii. Required Activities

The A/E shall perform customary close-out activities related to the Work, including, but not limited to, the following:

- a. Receive and certify that the Contractor's bound operation and maintenance manuals comply with the Construction Contract requirements;
- b. Receive and certify that the written warranties of workmanship and system operation provided by the Contractor and its subcontractors, together with any required vendor material guarantees, are complete and in compliance with the Construction Contract requirements;
- c. Receive and certify that the Contractor has secured all inspection signoffs on the permits covering the Work;
- d. Verify that all required equipment warranties and test reports are included in the Contractor's bound operating and maintenance manuals and that they meet design requirements;
- e. Assemble an album of annotated photograph records showing the progress of the Work through final acceptance, to be submitted in hard copy printed album and on CD/DVD in format acceptable to the CHA;
- f. Issue the Commissioning Report, as a third-party Commissioning Agent for the project, if required;
- g. Prepare and submit electronic and hard copy Record Drawings within thirty (30) calendar days after the date of Substantial Completion;
- h. Comply with all other terms and conditions of the CHA's printed close-out instructions as contained in the Contractor's Construction Contract; and
- i. Conduct a Lessons Learned Meeting with the CHA and Contractor and develop a Lessons Learned Report for use on future projects.

iii. Conclusion of Phase

The Close-Out Phase will conclude upon the CHA's receipt and acceptance of all manuals, warranties, guarantees and other close-out materials and issuance and execution of the Certificate of Acceptance.

H. Post Completion/Warranty Phase

i. Commencement of Phase

After the CHA has received and accepted all manuals, warranties, guarantees and other close-out materials and has executed the Certificate of Acceptance, the A/E shall, in a prompt and timely manner and in accordance with the Schedule included with the Task Order, perform post-completion and warranty activities

ii. Required Activities

The A/E shall perform all post-completion and warranty activities as are usually and customarily performed, rendered or done by architects in connection with the construction, rehabilitation and completion of residential buildings, including, but not limited to, the following:

- a. Advise and assist the CHA in construction matters for a period of twelve (12) months after completion of the Project, provided, however, that such assistance is not to exceed forty (40) hours of service and one (1) non-warranty trip away from the place of business of the A/E.
- b. Perform an inspection of construction work, material, systems and equipment no earlier than nine (9) months and no later than ten (10) months after completion of the Construction Contract and make a written report to the CHA;
- c. Consult with and make recommendations to the CHA regarding all equipment and warranties;
- d. Perform deferred and seasonal testing, as a third-party Commissioning Agent for the project, if required;
- e. Issue the Final Commissioning Report, as a third-party Commissioning Agent for the project, if required;
- f. Upon receipt of a written request from the CHA, and following CHA approval of a proposal for Additional Services and execution of a modification to a Task Order issued hereunder pursuant to the Additional Services section hereof, conduct additional warranty inspections and prepare reports regarding such inspections; and
- g. Complete a warranty inspection report pursuant to HUD requirements in both hard copy and electronic formats; and
- h. Finalize the Lessons Learned Report.

iii. Conclusion of Phase

The Post Completion/Warranty Phase will conclude upon the later of the expiration of such twelve (12) month period or conclusion of any Additional Services provided pursuant to any amendments entered into pursuant to the Agreement.

4. Deliverables

A. Generally

In connection with its performance of the Services, the A/E shall prepare and/or provide the Deliverables to the CHA at the time designated herein, or at such other time as the CHA shall designate in the Task Orders issued hereunder. The A/E shall prepare certain Deliverables that include, but are not limited to, documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy, electronic media as required by CHA or in any other form and as further described herein (hereinafter, collectively "Deliverables"). The CHA reserves the right to reject any or all Deliverables which, in the reasonable judgment of the CHA or CHA's Representative, are incomplete or do not meet the required standard of performance. The CHA will notify the A/E in writing of any deficiencies the CHA identifies with respect to a Deliverable within thirty (30) days

of receipt of such Deliverable, and the A/E shall have a period of not more than thirty (30) days to correct any deficiency so noticed by the CHA.

B. CHA's Acceptance

The CHA may, in its sole and absolute discretion, accept a partial or incomplete Deliverable from the A/E for review, but such acceptance shall not constitute a waiver of the CHA's right to insist upon completion and/or correction of such Deliverable.

C. Format of Architect/Engineer Deliverables

- i. The Deliverables may include reports, spread sheets, schedules, sketches, photographs, presentations and illustrations with descriptive graphics as required, models, drawings, construction Plans and Specifications, construction administration records or reports, surveys, inspections, recommendations and due diligence documents, both electronic and hard copies.
- ii. The A/E shall provide the Deliverables in electronic and "hard-copy" formats as follows:
 - a. Documents
 1. Electronic
 - Native file (i.e. word, excel etc.)
 - pdf
 2. Hard-Copy: Quantity to be determined by the CHA Project Manager.
 - b. AutoCAD Drawings:
 1. Electronic
 - dwf
 - pdf
 2. Hard-Copy: Quantity to be determined by the CHA Project Manager.
- iii. Before the Deliverables are provided in electronic format, the A/E must perform the following procedures:
 - a. Remove all extraneous graphics outside the border area and set active parameters to standard setting or those in the seed file.
 - b. Ensure all reference files are attached without device or directory specifications.
 - c. Compress and reduce all design files using the appropriate utilities (note: a digital media copy of the decompression utility will be provided with the deliverable if appropriate. (e.g. PKUNZIP)).
 - d. Include all files, graphic and non-graphic required for the Project.

- e. Ensure that none of the files are device and directory dependent.
 - f. Document all non-standard fonts.
 - g. Check all transferred media, software and data for viruses with recognized, commercial quality anti-virus software and specify, in writing, the name and version of the anti-virus software.
 - h. Upon request, the A/E shall supply the CHA with a copy of the actual software used for virus checking and removal.
- iv. The A/E shall maintain firm capability to collaborate with the CHA, the CHA's other consultants, and the Contractor electronically via e-Builder®, which has been previously selected by the CHA for project management. The A/E must maintain a minimum of two (2) employees at all times during business hours, assigned to the Project, who are able to collaborate with the CHA, its consultants and the Contractor during all phases of the Project via e-Builder®.

The A/E shall maintain adequate Information Technology systems to support the utilization of e-Builder as the CHA's web-based project management system.

D. Accounting Statements

The A/E shall submit separate statements for costs incurred on the Project for each separate building within the Site (noting each CHA building designation number).

5. Time of Performance

The A/E schedule for performing the services required by each Task Order shall be set forth in the Notice to Proceed issued by the CHA. CHA, at its option, may elect to suspend any services required under a Task Order until such time as CHA is ready to commence construction on the awarded Task Order. In the event that such services are suspended for a period in excess of thirty (30) days, A/E shall advise CHA if further assessment of the Project and/or updates are required to any of the Construction Documents, due to the passage of time.

6. Performance Standards

The A/E shall perform all Services required under this Agreement in accordance with industry standards in Chicago, Illinois and with the degree of knowledge, skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement and the Task Orders issued hereunder. The A/E shall at all times ensure quality, timeliness, efficiency and creativity in rendering and completing the Services. The A/E agrees that performance of the Services in a satisfactory manner shall include timely response to the

CHA's requests and understands that time is of the essence in this Agreement. Accordingly, the A/E shall return all telephone calls and respond to all electronic mail on a timely basis but in no event shall such response take more than one (1) business day.

The A/E shall, without additional compensation, prepare addenda and bulletins required to correct or clarify errors, omissions or ambiguities. The CHA reserves the right to recover, from the Architect, damages incurred by the CHA resulting from errors or omissions in the construction documents prepared by the A/E.

7. The A/E Additional Services

A. Description of Additional Services

Additional Services are all those services provided by the A/E on a Project for the CHA that are not defined as Basic Services herein. Additional Services include, but are not limited to:

- i. Major revisions in the scope of work described and depicted in previously approved drawings, Plans, Specifications and other documents due to causes beyond the control of the A/E and not due to any errors, omissions, or failures on the part of the A/E to carry out obligations otherwise set out in this Agreement and/or the Task Orders, or not otherwise required of the A/E under other provisions of this Agreement;
- ii. An increase in the duration of the Construction Administration Phase due to an extension of the anticipated construction schedule by more than sixty (60) days, due to causes beyond the control of the A/E and not due to any errors, omissions, or failures on the part of the A/E; and

B. Claims for Additional Costs

In the event that Additional Services not described in the Task Order are discovered to be necessary or are requested by the CHA, the A/E must submit a proposal on a form approved by the CHA for the Additional Services within seven (7) calendar days of said discovery or request. Upon receipt of written approval, the A/E shall proceed to complete the Additional Services. Without said written approval, the A/E shall not be allowed any additional costs. In any event, the A/E may not make any claims against CHA for equitable adjustments, additional costs, direct or indirect, or fees after completion of a Task Order assignment.

C. Written Addendum or Amendment

The A/E shall perform all Additional Services requested by the CHA pursuant to this Agreement and the Task Orders issued hereunder, provided that the parties

shall agree to a description of such Additional Services and the terms of performance of said Additional Services in a modification to a Task Order prior to the performance of such Additional Services. The CHA shall not be responsible for or obligated to pay the A/E for any Additional Services provided by the A/E under any Task Order unless such Additional Services are so authorized in writing in accordance with Article I(5).

ARTICLE D: TERM OF AGREEMENT

1. Term

The base term of this agreement is from **March 1, 2022** through **February 28, 2024** (the “Term”). Task Orders may only be issued during the Term of the Agreement. For purposes of this Article D, Task Orders shall be deemed issued during the Term if an LOI has been issued to A/Es for a specific scope of work prior to the expiration of the Term. At the Agreement’s expiration date, the Agreement’s terms and conditions shall continue to remain in effect with respect to any Task Order awarded or for which an LOI was issued by CHA prior to the expiration of the Term. The A/E acknowledges and agrees that LOIs may be issued through the last day of the Term of the Agreement, as such Term may be extended pursuant to Article D(2) below, and that Task Order work not completed within the Term shall continue until the entire scope of services required under an awarded Task Order has been completed in accordance with its respective terms and the terms of this Agreement, all Work has been accepted by the CHA, and the post-completion/warranty phase has concluded.

2. Extension Options

The CHA, at its sole discretion, may extend this Agreement for two (2), one (1) year option periods, subject to the satisfactory performance of the A/E. Any extension hereunder shall be under the same terms and conditions as this original Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Article (I)(5) of this Agreement.

ARTICLE E: COMPENSATION AND PAYMENT

1. Not-to-Exceed Amount for Basic Services

A. Not-to-Exceed Amount for Basic Services

This is an indefinite delivery, indefinite quantity task order contract as defined in the HUD Procurement Handbook (7460.8 Rev.-2) and as such, the A/E shall be entitled to perform Task Orders for work with a minimum value of \$20,000 under this Agreement. The initial compensation under this Agreement shall not exceed **One Million and 00/100 Dollars (\$1,000,000.00)** (the “Not-to-Exceed Amount”). The A/E acknowledges that the CHA is not obligated to pay and the A/E is not entitled to earn more than the minimum amount set forth above, and that in order to receive more than the minimum amount, the A/E must first be awarded Task

Orders in excess of the minimum amount under the processes set forth herein. Upon the assignment of a Task Order and issuance of a Notice-to-Proceed to the A/E, the CHA shall pay the A/E an agreed upon Firm Fixed Fee to provide the Services as set forth in the Task Order, in accordance with Article E(1)(B). The A/E agrees to waive any and all claims for payment of work which would result in billings beyond the agreed upon fee established in an awarded Task Order without a prior written modification to the Task Order authorizing said additional work and additional fee. The A/E acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the agreed upon fee as set forth in the Task Orders.

B. Schedule of Payment for Basic Services

For the Basic Services provided pursuant to a Task Order and in accordance with the provisions herein, the CHA shall make Progress Payments. Progress Payments for a Task Order shall not exceed the amount established for such Task Order. The A/E's Services may be implemented in phases; therefore, the CHA shall make Progress Payments in accordance with the phasing of the design and construction of the Project set forth in the Task Order. The amount of each Progress Payment will be calculated as set forth below. The A/E will be paid each month for that portion of the Services that it has completed. For purposes of calculating such Progress Payments, the Services will be divided into four (4) main components, and the total payment (portion of the total Fixed Fee) attributable to the Services provided will be divided as follows:

Design Fee:	Sixty-five percent (65%) of the Fixed Fee
Construction Administration Fee:	Twenty-five percent (25%) of the Fixed Fee
Project Closeout Fee:	Nine percent (9%) of the Fixed Fee
Post Completion/Warranty Fee:	One percent (1%) of the Fixed Fee

The CHA shall make such Progress Payments as follows:

Design Fee Payments: will be made on a monthly basis and will be based on the percentage of design documents complete. The A/E can bill the CHA for the percentage of the Design Fee indicated in the parentheses when the following documents are complete: Pre-Design Documents (10%), Schematic Design Documents (15%), Design Development Documents (25%), Construction Documents (40%) and Construction Bidding Documents (10%).

Construction Administration Fee Payments: will be made on a monthly basis and will be based on a unit pricing method derived upon an agreed-upon time frame for the A/E to provide services on a weekly basis (i.e. site visits, meetings, and reports). The level of services provided during the Construction Administration period may be increased or decreased in a manner commensurate to the anticipated construction activities. Construction Administration fees shall be invoiced monthly, and paid upon CHA's approval of the invoices and the services provided.

Should additional funds allocated for Construction Administration remain after construction completion, those monies shall be deducted through a change order process and returned to the CHA.

Should construction duration be extended, A/E may be eligible for compensation for Additional Services pursuant to Article C(7).

Project Closeout Fee Payment: will be a lump sum payment made when all Deliverables and documentation are received from the A/E and accepted by the CHA.

Post Completion Fee Payment: will be a lump sum payment made upon the later of the expiration of the eighteen (18) month post completion/warranty period or conclusion of any Additional Services provided pursuant to any modifications of a Task Order.

2. Payment for Additional Services

The CHA will pay the A/E for Additional Services agreed to in a proposal on a form approved by the CHA executed by the CHA's Contracting Officer, or designee, and the A/E pursuant to Article C(7)(B) above. Payment for all such Additional Services shall be in an amount and upon the terms set out in such proposal and agreed upon by the parties. Each such proposal shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a maximum amount. Each such proposal shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in a lump sum and whether it will be based upon a percentage of completion of services billed.

3. Invoicing and Payments

A. Invoices

All payments to the A/E, in the manner hereinafter provided, shall be based upon the percentage of the Services complete for the period in question per Task Order (herein referred to as a "Progress Payment"). The A/E shall, by the fifth (5th) working day of each calendar month beginning with the second month after commencement of each Project pursuant to an awarded Task Order, furnish to the CHA an itemized application for Progress Payment (herein referred to as an "Application for Payment") supported by such data substantiating the A/E's right to payment as the CHA may require, through the last day of the preceding calendar month. The Application for Payment shall include, but shall not be limited to, identification of the Phase of the Project, a description of the Basic Services performed and completed and the dates of completion, an itemization of the Reimbursable Expenses, details of the Additional Services performed, if any, the name of the A/E, and the address to which payment should be sent. All

invoices shall be submitted to the CHA's Accounts Payable Department, 60 E. Van Buren Street, 11th Floor, Chicago, Illinois 60605.

B. Time of Payment

Upon the A/E's proper submission of the Application for Payment, the CHA shall review the Application for Payment and, if the A/E has performed the Services in conformance with the terms of the Agreement and provided all required documentation for the Application for Payment, make payment within sixty (60) days of the CHA's receipt and acceptance of the Application for Payment.

C. Support of Applications for Payment

Each Application for Payment shall be supported by the following documentation on forms to be supplied by the CHA:

- i. Lien waiver waiving any lien rights against the Project, the Work, Site and any monies payable to the A/E for the entire amount covered by said Application for Payment
- ii. Certificates, statements and affidavits showing that the portion of the Services covered by said Application for Payment has been done and material delivered free of liens
- iii. Submittal letter, including, without limitation, a billing summary for the Task Order.
- iv. Sub-consultants' trailing and final lien waivers covering all payments received by any sub-consultants of the A/E
- v. Detail of any Reimbursable Expenses, with copies of actual receipts/invoices.
- vi. Such other documents in form, scope and substance as the CHA shall require

4. Availability of Funds/Non-Appropriation

The Funding for the Project described in this Agreement is subject to: (a) availability of federal funds from HUD; (b) the approval of funding by the CHA's Board of Commissioners; and (c) the A/E'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 will notify the A/E of such occurrence and this Agreement shall terminate on the earlier of the

last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

ARTICLE F: CHA'S RESPONSIBILITIES

1. Information

The CHA shall provide information regarding requirements for the Projects, including setting forth the CHA's objectives and schedule. This shall include the CHA's giving notice of work to be performed by the CHA or others not included in the Construction Contract for the Project. The CHA shall also establish and update the Maximum Construction Contract Cost. The A/E, however, shall be responsible for ascertaining and knowing Federal, State, and local requirements and limitations placed on the Project.

2. Notice of Defects

If the CHA observes or otherwise becomes aware of any fault or defect in the Work or nonconformance of the Work with the Construction Contract, the CHA shall give prompt written notice of those faults, defects or nonconformance to the A/E.

3. CHA's Authorized Representative

The CHA shall designate a representative authorized to act on its behalf with respect to certain aspects of the Projects, this Agreement and the Work. The authorized representative shall examine all documents submitted by the A/E and shall promptly render decisions about those documents so as to avoid unreasonable delays of the progress of the A/E work.

4. Duties to Furnish

The CHA will be, or may be, obligated to provide the A/E the items listed below in this Article F(4).

A. Survey and Property Restrictions

The CHA may provide the A/E with topographic, property line and utility information as and where required. The CHA may, at its election, require the A/E to furnish any of these items as an Additional Service.

B. Existing Conditions

The CHA may provide the A/E with any available "as built" or Record Drawings of the Improvements, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume

affects the A/E's performance of its Services or the Contractor's performance of the Work.

C. Waivers

The CHA may provide the A/E with any information it may have obtained regarding waivers of local codes, ordinances, regulations or standards affecting the design of the Project.

D. Minimum Wage Rates

The CHA shall provide the A/E with the schedule of minimum wage rates approved by the U.S. Secretary of Labor (if necessary for completion of Bidding and Contract documents).

E. Tests

When expressly agreed to in writing by both the CHA and the A/E, the CHA shall provide the A/E with all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required to be performed by an independent testing agency for design of the Project.

F. Bidding and Contract Document Terms

The CHA or its legal counsel may provide the A/E with required text to be incorporated into the Bidding and Contract Documents.

ARTICLE G: CONTRACT ADMINISTRATION

1. Prohibition against Assignment

The A/E shall not assign this Agreement, in whole or in part, or its interest therein, nor subcontract its obligations to perform any of the Services required to be performed hereunder, without the prior written notice to and consent of the CHA. Such consent shall not be unreasonably withheld when such assignment is for financing the A/E performance.

2. Ownership of Documents

All Deliverables and other materials prepared pursuant to this Agreement and the Task Orders issued hereunder are and shall be the property of the CHA from the time of their conception and shall be delivered to the CHA within fifteen (15) business days following the termination or completion of the A/E Services performed under a Task Order or upon CHA's request. The A/E shall have no claim for further employment or additional compensation as a result of the exercise by the CHA of its full rights of Ownership of such

documents. It is understood, however, that the A/E does not represent such documents to be suitable for re-use on any other project or for any other purpose. If the CHA re-uses the Deliverables or any other materials prepared pursuant to this Agreement without the A/E's written verification, such re-use will be at the sole risk of the CHA and without liability to the A/E.

3. Confidentiality

The A/E agrees that all Deliverables and other documents and information prepared, assembled, received, reviewed or encountered by it pursuant to this Agreement ("Confidential Information") are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. The A/E agrees that such Confidential Information shall not be made available to any individual or organization other than the CHA, HUD, or courts of competent jurisdiction or administrative agencies, pursuant to a subpoena, without the prior written approval of the CHA. In the event the A/E is presented with a subpoena regarding any such Confidential Information which may be in the A/E's possession by reason of this Agreement, the A/E must immediately give written notice to the CHA's Chief Executive Officer and Chief Legal Officer with the understanding that the CHA will have the opportunity to contest such process by any means available to it before the Confidential Information is submitted to a court or other third party. The A/E, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

4. Substitutions

A. Identification of Key Personnel

The A/E's principals and key professional level employees are identified in Exhibit D, which is attached hereto and incorporated by reference herein.

B. Notice to the CHA; Approval

The A/E personnel identified in Exhibit D are essential to the delivery of the Services required under this Agreement. Prior to diverting, substituting, or changing the level of participation in the performance of the Services of any of the personnel identified in Exhibit D, or any professional level employees assigned to a particular Task Order, the A/E shall give the CHA advance written notice of its intent to divert, substitute, or change the level of participation in the Services of such personnel, together with a justification of such decision and proposed substitutions, in sufficient detail to permit evaluation of the impact on the Services provided pursuant to this Agreement. Upon receipt of the CHA's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, the A/E may substitute such essential personnel.

5. Suspension

CHA may give written notice to the A/E to suspend work on a Project, or any part thereof, at any time during the performance of a Task Order issued under this Agreement. The CHA shall not be obligated to consider a claim for additional compensation if the A/E is given written notice to resume work within one hundred twenty (120) calendar days after receipt of the written notice of suspension. If the CHA does not deliver such written notice to resume work to the A/E within such time period, the A/E shall be entitled to an equitable adjustment in compensation but shall not be entitled to terminate this Agreement.

6. Subcontracts

The A/E will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

7. Disputes

In the event of a dispute arising under this Agreement, the A/E shall notify the CHA's Contracting Officer in writing within thirty (30) calendar days of the first knowledge or observation of the injury, damage, or incident that is the basis of such dispute and shall submit a detailed claim setting forth the nature of the dispute and the relief sought. The CHA shall respond to the claim in writing within thirty (30) calendar days of receipt thereof. The A/E shall continue to perform all Services under this Agreement during resolution of any such dispute in accordance with the terms of this Agreement and the instructions of the CHA; provided, however, that such compliance shall not constitute a waiver of the A/E's rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or, by agreement of the CHA and A/E, through other dispute resolution methods.

8. Termination for Default; Cure; Termination for Convenience; Right of Offset

A. Termination for Default

The CHA may, upon written notice to the A/E given in accordance with the notice provisions in Article I (9) below, without prejudice to any other rights or remedies of the CHA, terminate this Agreement in its entirety, or the A/E's right to proceed with a specific Task Order, for default, if one or more of the following defaulting events (each, a "Defaulting Event") occurs:

- i. The A/E makes any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, to the CHA;
- ii. The A/E files for, or is forced by creditors into a suit for, bankruptcy or any other action in insolvency;
- iii. The A/E makes a general assignment for the benefit of its creditors;

- iv. A trustee is appointed for the A/E on account of its insolvency;
- v. The A/E fails to maintain and/or renew insurance coverages and bonds required under this Agreement;
- vi. The A/E fails to pay sub-consultants within ten (10) days after receipt of payment from the CHA for such expenses or invoices;
- vii. The A/E suspends diligent prosecution of a Project or abandons a Project for ten (10) or more days;
- viii. The A/E does not prevent the imposition of liens on a Project, within the reasonable control of the A/E;
- ix. The A/E makes any material misrepresentation of the representations and certifications it is required to make pursuant to this Agreement, whether intentional or not;
- x. A loss time injury or death occurs in which an OSHA penalty is assessed under any circumstances caused by the A/E or for which the A/E is responsible;
- xi. The A/E violates or is in material breach of any provision of this Agreement, including, but not limited to, the provisions concerning compliance with federal, state and local laws and regulations, including, but not limited to, HUD regulations and all insurance and nondiscrimination requirements;
- xii. Kickbacks of employee wages, subcontractor, consultant or vendor payments or any other payment to the A/E, or its respective principals, superintendents, or employees occur; or
- xiii. The A/E or its sub-consultants fail to pay prevailing wages or Davis-Bacon wages (if applicable), inaccurately certify payrolls, or miscategorize an employee's job classification.
- xiv. The A/E acts or fails or to act in a manner which is expressly stated in this Agreement as constituting a Defaulting Event and/or as giving the CHA the right to terminate this Agreement.

B. Cure; CHA's Election; Remedies Cumulative

- i. In the event the CHA delivers such notice of termination for default to the A/E, the A/E will have thirty (30) days to cure such default to the satisfaction of the Contracting Officer of the CHA. The determination of the CHA's Contracting Officer shall be final with respect to whether such cure was satisfactory and complete.

- ii. In the event the CHA's determination regarding a termination for default is reversed or found to be a wrongful termination on appeal, in alternative dispute resolution, or in a court of law, the termination for default shall become a termination for convenience and the A/E's exclusive remedy shall be those provided with respect to a termination for convenience.
- iii. In the event the CHA terminates this Agreement or a Task Order issued hereunder for default, the CHA may take over the performance of the Project and execute it to completion, by contract or otherwise, and the A/E and its insurers shall be liable for any excess cost occasioned to the CHA. In any such case, the CHA may take possession of and use any of the A/E materials, equipment and/or drawings, Plans and Specifications, or other work product as may be necessary to properly complete the Project, if it is determined that delay in completion of the performance thereof, whether or not for reasons beyond the control of the A/E or any of its sub-consultants, is detrimental to the interests of the CHA.
- iv. If a Defaulting Event occurs, as enumerated in Article G(8)(A) above, if the CHA considers it to be in its best interest, it may elect not to declare a default of this Agreement or terminate this Agreement or a Task Order issued hereunder. The parties acknowledge that this provision is solely for the benefit of the CHA and that if the CHA permits the A/E to continue to provide the Services, despite one or more Defaulting Event, the A/E 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 hereunder.
- v. The CHA's right to terminate this Agreement is not intended to be exclusive of any other remedies provided, but each and every remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. The CHA shall not be prohibited from pursuing such right to terminate this Agreement, regardless of the CHA's delay in, or failure to exercise any right that accrues upon a Defaulting Event, or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient, at the sole discretion of the CHA.

C. Termination for Convenience

The CHA may, upon written notice to the A/E in accordance with the notice provisions in Article I(9) below, without prejudice to any other rights or remedies of the CHA, terminate the A/E's right to proceed with a Project for convenience if:

- i. A Defaulting Event occurs;

- ii. The A/E is terminated for default on any other contract with the CHA;
- iii. The A/E is debarred from any other Federal, State of Illinois, or City of Chicago procurement activity or contract during the term of this Agreement;
- iv. The A/E or any of its principals owning more than five percent (5%) of the A/E is charged with criminal conduct for which there may be a felony conviction;
- v. The A/E fails to obtain in a timely manner, maintain, continuously renew, or lacks any license, permit or registration required from the City of Chicago, County of Cook, or the State of Illinois;
- vi. A strike, which was not provoked by the A/E or its sub-consultants, gang warfare, civil insurrection or riot causes the Project to be suspended in whole or significant part for ten (10) days or more;
- vii. The A/E fails to maintain a “drug free” workplace; or
- viii. The A/E fails to provide accurate and timely reports, to update the CHA on the progress of a Project, or to communicate with the CHA as requested;
- ix. CHA no longer deems it in the CHA’s best interest to continue with this Agreement.

D. Choice of Termination Provisions

It is the CHA’s exclusive right to determine use of the termination for default or termination for convenience provision of this Agreement.

E. Right to Offset

In the event the A/E is in default under this Agreement, the CHA shall have the right to offset any amounts due to the CHA as the result of any such default against any amounts owed by the CHA to the A/E for Services rendered pursuant to this Agreement.

9. A/E’s Termination Claims

A. Right of Termination

The CHA may terminate this Agreement, in whole or in part, pursuant to the provisions in Article G(8) above. Any such termination shall be effected by delivery to the A/E of a Notice of Termination specifying the extent to which performance

of Services under this Agreement is terminated and the effective date of such termination.

B. Termination Claim

Upon termination of this Agreement or a Task Order pursuant to Article G(8)(C), the A/E's claim shall be limited to the sum of the following:

- i. Payment for Services, not theretofore paid, completed in compliance with this Agreement through the date of the Notice of Termination; and
- ii. The cost of settling or otherwise liquidating any claims arising out of the termination of any subcontracts or orders for materials and the costs of performing those actions required under Subparagraph G(9)(C)(iii) below.

In arriving at the amount due the A/E under this Article G(9)(B), there shall be deducted (i) all unliquidated advances or other payments on account previously made to the A/E, applicable to the terminated portion of this Agreement, if any; (ii) any claim which the CHA, directly or indirectly, may have against the A/E in connection with this Agreement, including, without limitation, claims arising as a result of any violation of any provision of this Agreement; and (iii) any other matter to be reconciled between the parties.

C. The A/E's Responsibility upon Termination

After receipt of a Notice of Termination, and except as otherwise directed by the CHA in the Notice of Termination, the A/E shall:

- i. Stop work under this Agreement immediately upon receipt of the Notice of Termination;
- ii. Place no further orders for materials or supplies or subcontract for materials, services, or facilities;
- iii. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination immediately upon receipt of the Notice of Termination;
- iv. Within five (5) days after A/E's receipt of the Notice of Termination, assign to the CHA, in the manner, at the times, and to the extent directed by the CHA, all of the rights, title, and interest of the A/E under the orders and subcontracts so terminated, in which case the CHA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and/or subcontracts.

- v. Subject to Subparagraph G(9)(C)(iv) above, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval of the CHA within ten (10) days after receipt of the Notice of Termination;
- vi. Within five (5) days after receipt of the Notice of Termination, transfer title and deliver to the CHA, as directed by the CHA: (i) the completed or partially completed Plans and Specifications, as applicable; (ii) all information, reports, papers and other materials accumulated or generated in performing this Agreement or the terminated Task Order, whether completed or in process; and (iii) all other Deliverables in the A/E's possession.
- vii. Complete performance of such portion of the Services as shall not have been terminated by the Notice of Termination within the time period specified on the Schedule included in the Task Order or in such Notice of Termination.
- viii. Take such action as may be necessary, or as the CHA may direct, for the protection and preservation of any of the Deliverables in the possession of the A/E or any of the A/E's sub-consultants.

10. Insurance

A. Coverage Generally

Prior to the commencement of this Agreement, the A/E shall procure and maintain at all times during the term of this Agreement insurance against claims for bodily injury or property damage which may arise from or in connection with services performed under this Agreement and from the negligent acts, omissions and errors of the A/E, its officers, agents, representatives, or employees. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A:VII.

B. Period of Coverage

The A/E agrees to procure and maintain at all times during the term of the Agreement the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of the A/E, its officers, officials, subcontractors, joint venture parties, partners, agents, licensees, invitees or employees. The A/E shall maintain coverage for the duration of the Agreement. Any extended reporting period premium (tail coverage) shall be paid by the A/E.

C. Minimum Coverage and Limit Requirements

i. Commercial General Liability Insurance

General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering bodily injury and property damage. The coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.

ii. Workers Compensation and Employer's Liability

Coverage must be in accordance with the laws of the State of Illinois and include a waiver of subrogation in favor of Chicago Housing Authority.

- Coverage A-Statutory Limits
- Coverage B-Employer's Liability - \$500,000 bodily injury or disease each accident; each employee

iii. Automobile Liability Insurance

Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage.

iv. Professional Liability (Errors and Omissions)

Coverage is required when services are performed by licensed professionals and/or Scope involves performing any design, engineering, surveying, testing, or other professional services. Professional Liability insurance shall provide coverage for the A/E's acts, errors, or omissions with a limit of not less than \$2,000,000 per claim or occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years following termination of Agreement. **Based on the Scope of Work and at CHA's discretion, the coverage limit requirement may be increased. A/E must agree to comply with such limit increase requirement.**

D. Related Insurance Requirements

- i. Prior to issuing of the Notice to Proceed by the CHA, the A/E shall submit a Certificate of Insurance via email to the CHA Procurement Specialist, evidencing compliance with the insurance requirements set forth above. The Certificate of Insurance evidencing the minimum coverages required

herein shall be in force on the Effective Date of the Agreement and continuously throughout the duration of the Agreement. The required documentation must be received prior to commencement of work under this Agreement.

- ii. It is understood and agreed to by the parties hereto that Chicago Housing Authority and others listed below shall be included as Additional Insureds on A/E's liability policies, with the exception of Professional Liability and Employer's Liability, and such insurance is primary to and will not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs available to the Chicago Housing Authority.

Certificate Holder: Chicago Housing Authority
60 E. Van Buren
Chicago, IL 60605

Additional Insureds: Collectively referred to as the "Additional Insureds" shall include the Chicago Housing Authority, Chicago Housing Administration, LLC; and/or other Partnership, Limited Liability Company as established by CHA; its respective commissioners, board members, officers, directors, agents, property management firms, employees, invitees and visitors.

Primary Coverage: For any claims related to this Agreement, the Contractor's insurance shall be the primary policy. The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and shall not contribute with insurance provided by the Contractor.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE A/E COMMENCING WORK.

- iii. The Certificate of Insurance evidencing the required coverage shall be in force on the Effective Date of the Agreement and must be received prior to the commencement of work under this Agreement. Copies of the endorsement(s) adding the CHA to A/E's policy as an additional insured are required upon request. Updated Certificates of Insurance are required for policies which renew during the term of this Agreement or extensions thereof. Under no circumstances shall the Contractor allow any required coverage to lapse, cancel or non-renew throughout the duration of the Agreement or extensions thereof.
- iv. At the CHA's option, non-compliance will result in (1) all payments due the A/E being withheld until the A/E has complied with the Agreement; or (2) the A/E will be assessed Five Hundred Dollars (\$500.00) for every day

of non-compliance; or (3) the A/E will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

- v. The Authority in no way warrants that the minimum limits contained herein are sufficient to protect the authority from liabilities that might arise out of the performance of the work under this Agreement by the A/E or its subcontractors. A/E shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The A/E is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain sufficient insurance. If the A/E maintains broader coverage and/or higher limits than the minimum requirements, CHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the A/E. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CHA.
- vi. The A/E shall require all subcontractors to carry the insurance required and adhere to the same requirements and conditions as outlined above. In the event the A/E utilizes subcontractors to perform any Services under the Agreement on its behalf, A/E shall require and verify that such subcontractors maintain the minimum insurance required herein or as appropriate for the work being performed. Contractor shall ensure that CHA is included as an additional insured on subcontractor's liability insurance.
- vii. A/E expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and will not contribute with insurance provided by the A/E and/or any of its subcontractors.

11. Indemnification; CHA's Defense; Hold Harmless

A. Indemnification

To the fullest extent permitted by law, the A/E agrees to indemnify the CHA, its respective Commissioners, board members, officers, directors, agents, employees, vendors, invitees and visitors for any and all physical or non-physical injury to any person, including loss of human life and/or damage to property, arising from the Services performed or to be performed under this Agreement, including Additional Services, to the extent caused by A/E's negligence, willful misconduct, errors or omissions. The A/E's indemnification obligations arising hereunder include,

without limitation, any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including reasonable costs of investigation, reasonable attorneys' fees and other legal expenses) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action (collectively, "Claims"), including the enforcement of this indemnification provision. The indemnities contained herein shall survive the termination of the Agreement.

B. Hold Harmless

The A/E shall be responsible for any and all physical or non-physical injury to any person, including loss of human life and/or damage to property arising from the Services, including Additional Services, performed or to be performed under this Agreement, to the extent caused by A/E's negligence, willful misconduct, errors, or omissions, and shall hold the CHA, its respective Commissioners, board members, officers, directors, agents, employees, vendors, invitees and visitors harmless from any and all loss or damage from such injury, damage or death.

C. CHA's Defense

The A/E further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims included in this indemnification provision at its sole expense, and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent. The CHA shall have the right, at its option and at the A/E's expense, to participate in the defense of any suit, without relieving the A/E of any of its obligations under this indemnity provision. The A/E expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the CHA free and harmless are separate from and not limited by the A/E's responsibility to obtain, procure and maintain insurance pursuant to this Agreement.

12. Retention of Rights

Neither the CHA's review, approval or acceptance of the Services required under this Agreement, nor the CHA's payment for such Services, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the A/E's performance or failure of performance under this Agreement, and the A/E shall be and remain liable to the CHA in accordance with the applicable laws for all damages to the CHA caused by the A/E's negligent performance of any of the Services furnished under this Agreement. This Agreement does not restrict or limit any rights or remedies otherwise afforded the CHA or the A/E by law.

ARTICLE H: ADDITIONAL REQUIREMENTS

1. Contract Adjustments

Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the CHA shall be negotiated based on the cost principles stated in the federal regulations at 48 CFR Subpart 31.2 and conform to the contract pricing provisions of 2 CFR 200.323.

2. Cost Analysis for Additional Services

The CHA shall perform a cost or price analysis, as required by federal regulations [2 CFR 200.323], prior to the issuance of a modification of a Task Order for Additional Services. Such Additional Services shall be within the general scope of services covered by the Task Orders issued hereunder. The A/E shall provide supporting cost information in sufficient detail to permit the CHA to perform the required cost or price analysis.

3. Restrictive Plans and Specifications

In accordance with 2 CFR 200.319(c)(1) and contract agreements between the CHA and HUD, the A/E shall not require the use of materials, products, or services that unduly restrict competition.

4. Design Certification

Where the CHA is required by federal regulations to provide HUD an A/E certification regarding the design of the Project, the A/E shall provide such a certification to the CHA.

5. Retention and Inspection of Records

Pursuant to federal regulations [2 CFR 200.333 and 2 CFR 200.336], the A/E shall grant the CHA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the A/E which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three (3) years after the CHA or the A/E and other sub-consultants, as applicable, make final payments and all other pending matters are closed.

6. Copyrights and Rights in Data

Currently HUD regulations pertaining to copyrights or rights in data do not apply to contracts with architects and engineers. However, Article 45 of the General Conditions to the Contract for Construction (HUD Form 5370-A), requires that contractors pay all royalties and license fees. Accordingly, all Plans and Specifications prepared by the A/E pursuant to this Agreement must identify any applicable patents to enable the Contractor to fulfill the requirements of the Construction Contract and the General Conditions thereof.

7. Conflicts of Interest

Pursuant to federal regulations [2 CFR 200.318, 2 CFR 200.319] and agreements between the CHA and HUD, no employee, officer, or agent of the CHA (HUD grantee) shall participate in the selection of a contractor, or in the award or administration of a contract supported by Federal funds, if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- A. The employee, officer or agent;
- B. Any member of his or her immediate family;
- C. His or her partner; and/or
- D. An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

CHA's officers, employees or agents may not solicit or accept gratuities, favors or anything of monetary value from the A/E or the A/E's sub-consultants, or parties to any other sub-agreements with such parties. The CHA may set minimum standards of conduct where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the CHA's officers, employees, or agents or by the A/E or its agents. The CHA may, within regulation, provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the CHA nor the A/E, nor any of their sub-consultants shall enter into any contract, subcontract, or agreement, in connection with a Project in which any member, officer, or employee of the CHA, the A/E, or any of their sub-consultants, or any member of the governing body of the locality in which the CHA was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one (1) year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the CHA, the A/E, or any of their sub-consultants, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the CHA and such disclosure is entered upon the minutes of the CHA, the CHA, with the prior approval of the Government, may waive the prohibition contained in this subsection; provided, however, that any such present member, officer, or employee of the CHA shall not participate in any action by the CHA relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the CHA, no member of the governing body of the locality in which the Project is situated, no member of the governing body of the locality

in which the CHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

8. Interest of Members of Congress

Pursuant to the agreement between the CHA and HUD, no member of, or delegate to, the Congress of the United States of America and no Resident Commissioner shall be permitted to share any part of, or derive any benefit from, this Agreement.

9. Limitation of Payments to Influence Certain Federal Transactions

The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, 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, including the A/E, for influencing or attempting to influence an officer or employee 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.

10. MBE/WBE Policy and Supplemental Section 3 Business Participation Requirements

A. MBE/WBE Policy

A/E agrees to comply with the CHA’s WBE/MBE requirements in accordance with the A/E’s Contract Compliance Certification and otherwise comply with CHA’s Minority and Women Business Enterprise (“MBE/WBE”) Policy and Supplemental Section 3 Business Participation Requirements, which is available on CHA’s website, and is incorporated by reference herein.

B. Section 3 Participation and Requirements

A/E agrees to comply with the CHA’s Supplemental Requirements for utilization of Section 3 Business Concerns for each Task Order. CHA requires, for Task Orders in excess of \$200,000, that A/Es expend 3% of the total Task Order price, inclusive of all modifications and amendments, for contract participation by Section 3 Business Concerns. This commitment may be met through direct participation of private managers, developers, subcontractors, suppliers and/or consultants. Direct participation refers to the utilization of firms in the performance of this contract as follows:

1. The A/E’s status as a Section 3 Business;
2. A joint venture with one or more Section 3 Businesses on a Task Order; or

3. Subcontracting a portion of the work performed on a Task Order to one or more Section 3 Businesses;
4. The purchase of supplies or materials used in the performance of the contract(s) from one or more Section 3 Business; or
5. Any combination of the above.

A/E may fulfill CHA's Supplemental Section 3 Business participation requirements through Other Economic Opportunities or contribution to CHA's Workforce and Education Fund, as set forth in CHA's MBE/WBE Policy and Supplemental Section 3 Business Participation Requirements.

C. Documenting and Reporting

The A/E and its subcontractors shall provide all required compliance data with respect to A/E's utilization of MBE/WBE and Section 3 Business Concerns 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 A/E 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.

11. Clean Air and Water

Pursuant to federal regulations [2 CFR Part 200 Appendix II] and other federal law, the A/E shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857h-4 transferred to 42 U.S.C. 7607, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), on all Task Orders, subcontracts, and subgrants of amounts in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

12. Energy Efficiency

Pursuant to Federal regulations and other federal law, except when working on an Indian Housing Authority Project on an Indian Reservation, the A/E shall comply with 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 codified at 42 U.S.C. 6321 *et. seq.*).

13. Prevailing Wages

In accordance with Section 12 of the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437j), the A/E shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable state or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

14. CHA's Minimum Wage Requirement

In accordance with CHA's Minimum Wage Requirements, the A/E shall (i) pay its employees no less than the then-current mandated City of Chicago minimum wage for work performed pursuant to Task Orders issued under this Agreement, and shall (ii) require any subcontractors of the A/E to pay its employees no less than the then-current City of Chicago minimum wage for work performed under the Task Orders issued hereunder. Notwithstanding the foregoing, Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) shall preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally-imposed wage rate (24 CFR 965.101).

15. Prohibition Against Liens

The A/E is prohibited from placing a lien on the CHA's property, including, but not limited to, the Improvements and the Site. This prohibition shall be placed in all A/E subcontracts.

16. Non-Discrimination

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

17. CHA Inspector General

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

18. Business Documents and Contractor's Affidavit

A/E's Contractor's Affidavit, Contractor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate are attached hereto as Exhibit F and incorporated by reference as if fully set forth herein. The Contractor shall at all times comply with, and be in compliance with the Contractor's Affidavit, Contractor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate.

19. Health and Safety

A/E shall have sole responsibility for compliance with all requirements of the Occupational Health and Safety Act (OSHA) regulations with respect to A/E's employees, including such requirements pertaining to hazard notification, training, and required equipment and work protocols. A/E agrees to comply with Chicago Housing Authority's Covid-19 Safety Protocols Addendum, attached hereto as Exhibit G.

20. Force Majeure

Notwithstanding any other provision in this Agreement, neither A/E nor CHA shall be liable or held responsible for any failure to perform or for delays in performing their respective obligations under the Agreement, including but not limited to, the scope of work set forth in a Task Order, that results from circumstances or causes beyond their reasonable control, including without limitation, fire or casualty, epidemics, acts of God, strikes or labor disputes, war or violence, or any law, order or requirement of any government agency or authority.

ARTICLE I: GENERAL CONDITIONS

1. Drug-Free Workplace

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

2. Independent Contractor

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

3. Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties hereto, and all prior negotiations, representations and agreements between the parties and understandings of every name, nature and description have been merged into and superseded by this Agreement with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. All Task Orders issued hereunder are subject to the terms and conditions of this Agreement.

4. Counterparts

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

5. Amendments and Task Order Modifications

No changes, amendments, modifications, or discharge of this Agreement or any part thereof, or of any Task Order issued hereunder, shall be valid unless in writing and signed by the authorized agent of the A/E and by the CEO of the CHA or his/her respective designees. The CHA shall incur no liability for Additional Services without a written modification of a Task Order pursuant to this Section.

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

6. Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with federal laws and the laws of the State of Illinois. All disputes which arise in connection with, or are related to, this Agreement or any claimed breach hereof, shall be resolved, if not sooner settled, by litigation only in the Circuit Court of Cook, County, Illinois, or the Federal Court in the Northern District of Illinois, and not elsewhere, subject only to the authority of the Court in question to order changes in venue. The A/E agrees that service of process on the A/E 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 the A/E or by personal delivery on any officer, director, or managing or general agent of the A/E.

7. Severability

If any provisions of this Agreement, or part thereof, 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 is in violation 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.

8. Interpretation

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

9. Communication and Notices

A. Communication between the Parties

Except where formal notice is required to be delivered under the terms of this Agreement, all routine communication under the terms of this Agreement, including the transmission of all Deliverables required hereunder, shall be made through the CHA's Office of Development or Property and Asset Management department. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing the U.S. District Court for the Northern District of Illinois.

B. Notices

Any and all notices, demands, requests, permissions, consents, approvals, and other communications that are required to be given or are given hereunder ("Notices") shall be in writing and shall be sent by (i) courier or messenger, (ii) U.S. certified or registered mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight mail carrier for next business day delivery. Notice will be deemed effective (i) when received, if personally delivered by messenger or courier, (ii) three (3) business days after the date deposited in any post office regularly maintained by the United States Postal Service if sent by certified or

registered mail, or (iii) one (1) business day after the date deposited with a nationally recognized overnight mail carrier.

Notices sent to the A/E shall be addressed to:

SMNG A Ltd.
943 W. Superior Street
Chicago, Illinois 60642
Attn: Todd Niemiec, President
tniemiec@smng-arch.com
Ph: (312) 829-3355

Notices sent to the CHA shall be addressed to:

Chicago Housing Authority
60 East Van Buren St., 8th Floor
Chicago, Illinois 60605
Attention: Deputy Chief Procurement

With a copy to:
Office of the General Counsel
Chicago Housing Authority
60 East Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Officer

10. Authority

A. CHA's Authority

The CHA has executed this Agreement, as amended with full authority 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, and the signature of each person signing on behalf of the CHA has been affixed with complete and full authority to commit the CHA to all terms and conditions of this Agreement.

B. A/E Authority

The A/E has been duly authorized to execute this Agreement, by proper agreement of all required partners, if a partnership, or by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the A/E has


been affixed with complete and full authority to commit the A/E to all terms and conditions of this Agreement.


[Remainder of page intentionally left blank; signature page attached hereto]

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

CHICAGO HOUSING AUTHORITY

SMNG A LTD.

By: 
02DBAECFF536465...
Sheila Johnson
Deputy Chief, Procurement

By: 
Print Name: Todd Niemiec
Title: President

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

By: 
F5DCG0EFC2AC498...
LaRue Little
Deputy Chief Legal Officer