

CONTRACT NO. 12880

**PROFESSIONAL
SERVICES AGREEMENT**

BETWEEN

HUSARCHITECTURE INC.

AND

THE CHICAGO HOUSING AUTHORITY

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CONTRACT NO. 12880

AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is entered into as of this 1st day of January, 2023 by and between the **CHICAGO HOUSING AUTHORITY** (the "CHA"), a municipal corporation organized under the Illinois Housing Authority Act 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois and **HUSARCHITECTURE INC.** (the "Consultant"), an Illinois corporation with offices located at 2202 S. Halsted Street, Chicago, Illinois, 60608

RECITALS

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

WHEREAS, the CHA released Request for Proposals No. 3170 ("RFP") on or about April 12, 2022 to solicit proposals from professional accessibility consultants to assist the CHA in incorporating accessibility requirements in its dwelling and non-dwelling structures; and

WHEREAS, the Consultant submitted its Proposal to the CHA on or about May 5, 2022 indicating it is ready, willing and able to provide the services as set forth in the RFP; and

WHEREAS, CHA's Board of Commissioners authorized entering in to this Agreement on September 20, 2022 by resolution number 2022-CHA-44;

WHEREAS, the CHA and the Consultant desire to enter into the Agreement for the provision of accessibility consulting services as set forth herein.

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

ARTICLE 1. INCORPORATION OF RECITALS

Section 1.01 Incorporation of Recitals

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

Section 1.02 Definitions

"Architect of Record (AOR)/Engineer of Record (EOR)" – refers to the architect or engineer contracted by the CHA to perform design services and develop bid documents for the project.

“Accessible” – when used with respect to the design, construction, alteration, or adaptation of housing and non-dwelling facilities, refers to the requirement that the facility or portion of the facility when designed, constructed, altered, or adapted can be approached, entered, and used by individuals who have a disability.

“Accessible Route” – refers to a continuous, unobstructed route which is usable by people with disabilities.

“Accessible Unit” or “Mobility Accessible Unit” – refers to a Dwelling Unit that is designed, constructed, altered or adapted to comply with the Uniform Federal Accessibility Standards (UFAS), is located on an Accessible Route and is Accessible, as defined herein. Types of units include:

- “UFAS-Mobility” or “Mobility” Units: designed specifically for individuals with mobility disabilities, in accordance with UFAS.
- “UFAS-Sensory” or “Sensory” Units: designed specifically for individuals with sensory (i.e. visual or audial) disabilities, in accordance with UFAS.
- “Type A” Units: designed in accordance with the fullest extent of the City of Chicago Building Code, Chapter 18-11.
- “Type B” Units: designed in accordance with the Fair Housing Act Accessibility Guidelines (FHAAG) and the City of Chicago Building Code, Chapter 18-11.

“Contract” means this contract entered into between the CHA and the Contractor. It includes the Agreement, the General Conditions for Non-Construction Contracts (HUD Form 5370-C), the Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C), the Contractor’s Affidavit and any other documents or exhibits which have been specifically incorporated by reference in the Agreement.

“Dwelling Unit” – refers to a single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.

“Non-Dwelling Unit” – refers to CHA-owned, managed, or funded facilities that do not contain Dwelling Units. This includes, but is not limited to offices, community centers, daycare facilities, senior service centers and libraries.

“Program Accessible” – refers to an overall program or series of programs or facilities that, when viewed collectively, provide accessibility to people with disabilities. This term is an essential aspect of applying Accessibility guidelines, principles, and codes. Every element or unit of a facility need not be accessible, but the intent should always be to provide an environment whereas policies, programs and facilities do not deny access to people with disabilities.

“Structural Impracticality” – refers to proposed changes which would require altering structure or load-bearing members to an extent whereas the alterations would constitute an undue financial burden.

ARTICLE 2. CONSULTANT’S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Services/Statement of Work

The services that the Consultant shall provide during the term of the Agreement shall include, but are not limited to, professional accessibility consulting services for CHA dwelling and non-dwelling properties on an as-needed basis. Consultant shall assist CHA in managing its commitment to HUD to provide accessible housing that complies with Section 504 of the Rehabilitation Act of 1973 and the Uniform Accessibility Standards (UFAS). This requirement includes a commitment to maintain UFAS Mobility Units equal to 5.3% of CHA's housing inventory, and UFAS Sensory Units equal to 2.1% of CHA's housing inventory.

CHA's properties include the following:

1. Family Housing: Approximately 4,790 dwelling type units, located at approximately 12 properties, in buildings constructed between 1937 and 1980. The low-rise and mid-rise buildings contain units with between 1 and 6 bedrooms.
2. Single Family Homes and Small Apartments: Approximately 2,500 dwelling type units, located in buildings constructed between 1937 and 2000. The low-rise, townhouse, walk-up and single buildings contain units between 1 and 6 bedrooms.
3. Senior Housing: Approximately 9,400 dwelling type units, located at approximately 58 properties, in buildings constructed between 1955 and 1975. The mid-rise and high-rise buildings contain units that are either studio or 1 bedroom.
4. Mixed Income Housing: Approximately 3,700 dwelling type units, located in buildings constructed since 2000. The buildings contain units between 1 and 3 bedrooms.
5. Non-Dwelling: Non-Dwelling structures as previously defined, which may include buildings that house administrative functions and community amenity spaces.

The Services to be performed by the Consultant during the term of the Agreement are more fully described in the Scope of Services/Statement of Work set forth in Exhibit I, which is attached hereto and incorporated by reference herein.

Consultant acknowledges and agrees that to prevent the potential of a conflict of interest, Consultant shall not serve as the Architect of Record for any project for which Consultant also provides accessibility consulting services.

B. Deliverables

In performing the Services, the Consultant shall prepare and/or provide the deliverables required by the Agreement, including those Deliverables described in the Scope of Services/Statement of Work attached hereto as Exhibit I, along with any other required work product that may consist of documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or electronic media (hereinafter, collectively, "Deliverables"). The CHA reserves the right to reject Deliverables which in the reasonable judgment of the CHA do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, or do not include all documents specified in this Agreement or reasonably necessary for the purposes for which the CHA made this

Agreement with the Contractor. The CHA will notify the Consultant in writing of any deficiencies the CHA may identify involving a Deliverable.

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

Section 2.02 Performance Standards

The Consultant shall perform all Services required under this Agreement with the degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Furthermore, the Consultant shall perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, applicable to this Agreement, and to the satisfaction of the CHA.

The Consultant must at all times act in the best interests of the CHA consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will ensure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables. Specifically, all services shall be performed in accordance with applicable professional due care standards, and in accordance with the terms and conditions of this Agreement.

The Consultant must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant covenants with the CHA to furnish its best professional expertise and judgment in furthering the CHA's interests. The Consultant shall at all times use its best efforts to ensure quality, timeliness, efficiency and creativity in rendering and completing the Services. The Consultant agrees that performance of the Services in a satisfactory manner shall include quick response to the CHA's needs. Accordingly, the Consultant shall return all telephone calls and respond to all electronic mail on a timely basis within one (1) business day.

Section 2.03 Key Personnel

Chyanne Husar, Principal Architect shall be responsible for supervising Consultant's personnel and directing the Services to be performed during the term of the Agreement. The Consultant retains the right to substitute key personnel with reasonable cause, or in the event of the departure of designated key personnel, by giving written notice to the CHA, provided that the CHA shall have the right to approve such staff changes and said approval shall not be unreasonably withheld.

Section 2.04 Non-Discrimination

Consultant shall comply with all federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C.

sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Consultant shall particularly remain in compliance at all times with: Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46501 (1978); 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 II 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, Consultant must furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 2.05 Section 3 and MBE/WBE/DBE Participation and Requirements

A. Section 3 – Compliance: Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u, (Section 3), and the regulations implementing Section 3 at 24 C.F.R. Part 75 – Economic Opportunities for Low- and Very Low-Income Persons, require that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons. While agreements with licensed professionals are exempt from the requirements of 24 C.F.R. part 75, the parties to this contract agree to comply with any supplemental CHA policies or requirements regarding employment, subcontracting and training opportunities for Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns, in accordance with Consultant’s Contract Compliance Certification and any approved Utilization Plans, which shall be incorporated into this agreement by this reference.

1. Definitions

A “Section 3 Worker” under 24 C.F.R. Part 75 is any worker who currently or within the past five years fits at least one of the following categories:

- (a) the worker’s income for the previous or annualized calendar year is below the income limit established by HUD;
- (b) the worker is employed by a Section 3 Business Concern; or
- (c) the worker is a YouthBuild participant.

A “Targeted Section 3 Worker” under 24 C.F.R. Part 75 is:

- (a) A worker who is employed by a Section 3 Business Concern; or
- (b) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

- (i) A resident of public housing or Section 8-assisted housing;
- (ii) A resident of other public housing projects or Section 8 assisted housing managed by CHA;
- (iii) Youthbuild participants

A “Section 3 Business Concern” under 24 C.F.R. Part 75 is a business concern:

- (a) 51 percent or more owned by section 3 residents; or
- (b) In which over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- (c) At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

2. Documenting and Reporting

Consultant agrees to fulfill Consultant’s Section 3 commitment in accordance with Consultant’s Contract Compliance Certification, which is attached hereto as Exhibit III and incorporated by reference herein, and any approved Section 3 Utilization Plan submitted by Consultant.

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

- C. **MBE/WBE/DBE Compliance.** Consultant agrees to comply with the CHA’s Minority, Women, and Disadvantaged Business Enterprise (“MBE/WBE/DBE”) requirements and policies in accordance with the Consultant’s Contract Compliance Certification, which is attached hereto as Exhibit III and incorporated by reference herein, as well as any approved Utilization Plans, which shall be incorporated by this reference into this agreement.

Documenting and Reporting. The Consultant and its subcontractors shall provide all required compliance data with respect to Consultant’s MBE/WBE/DBE utilization via CHA’s electronic system available at <https://cha.diversitycompliance.com/>. The Consultant 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 Consultant 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.

Section 2.06 HUD’s General Conditions for Non-Construction Contracts

HUD’s General Conditions for Non-Construction Contracts (HUD form 5370-C (“General Conditions”)), are attached hereto as Exhibit IV and incorporated by reference as if fully set forth herein. The Consultant agrees to fully comply with the General Conditions. In the event of a conflict between the terms and conditions of the General Conditions and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

Section 2.07 Ownership of Work Product, Documents, Records and Reports

- A. Consultant acknowledges that all Deliverables in any form including but not limited to, work papers, reports, spreadsheets, data, databases, documentation, training materials,

drawings, photographs, film and all negatives, software, tapes and the masters thereof, prototypes, and other material, or other work product generated and assembled either in hard copy or by electronic media, pursuant to the work contracted solely and exclusively for by the CHA hereunder (hereinafter, "Work Product") will belong solely to the CHA and the Consultant will retain no rights therein. The Work Product is conclusively deemed by the parties as "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (hereinafter, "the Act"), and the CHA will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright can subsist.

To the extent the Work Product does not qualify as "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CHA, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefor, and other intangible, intellectual property embodied in or pertaining to the Work contracted for under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute assignments if requested by the CHA, without additional compensation. Consultant will document all work performed for the CHA and will turn such documentation over to the CHA on completion of the Consultant's services hereunder or earlier, if requested by the CHA. Consultant will make no use of the Work Product generated during the course of its work for the CHA during or after the term of this Agreement except to perform the work requested by the CHA.

To the extent the CHA is unable to effectively or economically use the Work Product without also using rights which are the subject of patent applications, patents, copyrights or other statutory protection owned by Consultant, Consultant grants to the CHA, a royalty-free, irrevocable, worldwide, nonexclusive license to make, have made, sell, use, reproduce, disclose, and publish such rights as necessary to fully utilize the Work Product.

In addition, Consultant agrees that it will not do anything contrary to the CHA's ownership in the Work Product or which might impair the value of such ownership. Consultant agrees to cooperate with the CHA in executing all documentation requested by the CHA to enable the CHA to perfect its right in and to the Work Product.

- B. All Work Product and CHA Documents provided to, or prepared or assembled by the Consultant in connection with the performance of the Consultant's Services under this Agreement shall be the property of the CHA. The Consultant shall establish precautions against the destruction of all such CHA Documents and shall be responsible for any loss or damage to the CHA Documents while in the Consultant's possession or use and the Consultant shall be responsible for restoring such CHA Documents at its sole expense. Except as provided above, if any CHA Documents destroyed while in the Consultant's possession are not restorable, the Consultant shall be responsible for any loss suffered by the CHA on account of such loss or damage.
- C. The Consultant shall deliver or cause to be delivered all Work Product and/or CHA Documents, including, but not limited to, all Deliverables prepared for the CHA under the Agreement, to the CHA promptly in accordance with the time limits prescribed in the Agreement, or if no time limit is specified, then upon reasonable demand thereof or upon termination or completion of the Consultant's Services or expiration of the Agreement

hereunder. In the event of the failure by Consultant to make such delivery, then and in that event, the Consultant shall pay to the CHA any damages the CHA may sustain by reason thereof. The Consultant shall maintain all CHA Documents not previously delivered to the CHA for a period of three (3) years after final payment made in connection with the Agreement.

- D. The Consultant shall maintain its books, records, documents, and other materials related to the performance of the Agreement for a period of three (3) years following the expiration or termination of the Agreement and after final payment has been made and all other pending matters are closed, and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred or anticipated to be incurred for or in connection with the performance of the Consultant's Services under the Agreement. The Consultant shall maintain its accounting system, books and records in a manner that complies with generally accepted accounting principles ("GAAP"), consistently applied throughout.
- E. The provisions of Section 2.07 shall survive the expiration or termination of the Agreement.
- F. The Consultant shall flow down the provisions of this Section 2.07 titled "Ownership of Work Product, Documents, Records and Reports" to its subcontractors at every tier.

Section 2.08 Audit Requirement

The CHA retains an irrevocable right to independently or, through a third party, audit the Consultant's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the Consultant. In the event of a disallowance, the Consultant shall refund the amount disallowed to the CHA.

Section 2.09 Confidentiality

The Consultant agrees that all Deliverables, reports, documents or other information prepared or assembled by, or received or encountered by the Consultant, its employees, agents and subcontractors pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, the Consultant agrees that such Confidential Information shall not be made available to any individual or organization other than the CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the CHA. In the event the Consultant is presented with a subpoena regarding such Confidential Information which may be in the Consultant's possession by reason of this Agreement, the Consultant must immediately give notice to the CHA's Chief Executive Officer and 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 Consultant, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. The Consultant agrees that Section 2.09 of the Agreement shall survive the termination of the Agreement.

Section 2.10 Subcontracts and Assignments

Unless otherwise provided for herein, the Consultant shall not subcontract, assign, delegate or otherwise transfer all or any part of its obligations under this Agreement or any part hereof without the prior written approval of the CHA. The absence of such prior written approval shall void the attempted subcontracting, assignment, delegation or transfer and shall have no legal effect on the Services or this Agreement.

The Consultant shall not transfer or assign, in whole or in part, any funds or claims due or which may become due under this Agreement without the prior written approval of the CHA. Any attempted transfer or assignments of any contract funds, either in whole or in part, or any interest therein, which shall be due or become due to the Consultant, without the prior written approval of CHA, shall be void and of no legal effect. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.11 Patents and Copyrights

The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for CHA or HUD purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any rights of copyright or patent of which the Consultant purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.12 Religious Activities

In connection with the Services to be provided under this Agreement, the Consultant agrees:

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

B. That it shall not discriminate when rendering the Services hereunder against any person on the basis of religion and shall not limit such Services or give preference to persons on the basis of religion.

Section 2.13 Drug-Free Workplace

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

Section 2.14 Force Majeure

Notwithstanding any other provision in this Agreement, the Consultant shall not be liable or held responsible for any failure to perform or for delays in performing its obligations under the Agreement, including but not limited to, the Scope of Services set forth hereunder, which result

from circumstance or causes beyond Consultant's reasonable control, including without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, or any law, order or requirement of any government agency or authority.

Section 2.15 CHA Inspector General

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

Section 2.16 Compliance with CHA Policies

The Consultant shall comply with the applicable provisions of all CHA policies in effect during the term of the Agreement including, but not limited to:

- Ethics Policy
- Local Transportation & Mileage Reimbursement Policy
- CHA Travel Guidelines
- General Business Expense Policy
- Social Security Number Privacy and Protection Policy

Section 2.17 Minimum Wage

Consultant shall (i) pay its employees no less than the current applicable City of Chicago minimum wage requirement. Notwithstanding the foregoing, applicable 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).

Section 2.18 Health and Safety

Consultant shall have sole responsibility for compliance with all requirements of the Occupational Health and Safety Act (OSHA) regulations with respect to its employees, including such requirements pertaining to hazard notification, training, and required equipment and work protocols. In addition to any other applicable local, state, and federally required training, Consultant shall ensure that its employees receive training and specific instructions regarding hazards unique to the Services contemplated herein. Consultant agrees to comply with Chicago Housing Authority's COVID-19 Safety Protocols, attached hereto as Exhibit VII.

ARTICLE 3. TERM OF AGREEMENT

Section 3.01 Term of Agreement

The base term of this Agreement is for the two-year period of **January 1, 2023** through **December 31, 2024** or until the Agreement is terminated in accordance with its terms, whichever occurs first.

Section 3.02 Contract Extension Options

The CHA, at its sole discretion, may extend this Agreement for two additional 1-year option periods, subject to CHA Board approval, if required. Any extension shall be under the same terms and conditions as this original Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 of this Agreement.

Section 3.03 Timeliness of Performance

The Consultant shall use its best efforts to provide the Services and Deliverables within the time limits required under this Agreement, or from time to time as otherwise required by the CHA. The Consultant and the CHA acknowledge that deadlines for certain Services provided for in this Agreement may be dictated by the requirements of agencies or events outside the control of the CHA and the Consultant, and the failure by the Consultant to meet deadlines may result in economic or other significant losses to the CHA. Therefore, except to the extent that the Consultant's inability to meet its deadlines is caused by the delay due to the CHA, by acts of God or other events outside the control of the Consultant, TIME IS OF THE ESSENCE, so that failure to perform in a timely manner shall be considered a material breach of the Agreement.

ARTICLE 4. COMPENSATION AND PAYMENT

Section 4.01 Compensation

Compensation under this Agreement shall not exceed **One Million and 00/100 Dollars (\$1,000,000.00)** (the "Not-to-Exceed Amount") for the two-year base term for the satisfactory performance of the Services. Compensation for each Option Year, if exercised, shall be an amount not-to-exceed **Five Hundred Thousand and 00/100 (\$500,000.00)**, for an aggregate not-to-exceed compensation amount of **Two Million and 00/100 Dollars (\$2,000,000.00)** for the base term and both option years, if exercised. Consultant's billing rates shall be in accordance with the hourly rates set forth in the Fee Schedule attached hereto as Exhibit VIII. It is mutually understood and agreed by the parties that the above agreed upon compensation amount, which includes all reimbursable expenses, is the only compensation provided for in this agreement and there will be no additional costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to this Agreement in accordance with Article 9, Section 9.03, authorizing said additional work or expenses and increasing the not to exceed compensation amount.

Section 4.02 Payment

The Consultant shall submit an invoice within ten (10) business days after the end of each month during the term of this Agreement. Each invoice shall contain back-up information as required by the CHA, including but not limited to, a brief description of the services provided during the invoice period broken down by building or project identification. Invoices shall identify personnel performing the Services and shall set forth the applicable billing rates. The CHA shall not be required to give approval or make payments pursuant to a submitted invoice unless the information required to be included with the invoice, or that has been specifically requested by the CHA, and all the reporting requirements and Deliverables as set forth in this Agreement, or other reasonable and written requests by CHA for additional information, have been met. Invoices shall

be directed to: Chicago Housing Authority, Accounts Payable, 60 E. Van Buren Street, 11th Floor, Chicago, Illinois 60605 and/or to the electronic portal provided to Consultant.

CHA will make commercially reasonable efforts to make payment for services rendered under this Agreement within thirty (30) days after receipt and approval of each invoice submitted. All invoices shall be subject to review and approval by the CHA. If the CHA objects to all or any portion of any invoice, it shall notify the Consultant of its objection in writing and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. All disputes regarding invoices shall be handled in accordance with Paragraph No. 7 of the General Conditions.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to: (1) availability of federal funds from HUD, (2) the approval of funding by the CHA's Board of Commissioners, and (3) the Consultant's satisfactory performance of this Agreement. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period of the term of this Agreement for payments to be made under this Agreement, then the CHA may notify the Consultant of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

ARTICLE 5. DISPUTES

Section 5.01 Disputes

In the event of a dispute between the CHA and the Consultant involving this Agreement, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to CHA's Deputy Chief of Procurement in accordance with the provision set forth in Paragraph No. 7 of the HUD General Conditions for Non-Construction Contracts (Exhibit IV).

ARTICLE 6. RISK MANAGEMENT

Section 6.01 Insurance

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

Section 6.02 Indemnification

To the fullest extent permitted by law, the Consultant 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, to the extent caused by Consultant's negligence, willful misconduct, errors or omissions. The Consultant'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.

The Consultant 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 performed or to be performed under this Agreement, to the extent caused by Consultant'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.

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

The Consultant 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 Consultant's expense, to participate in the defense of any suit, without relieving the Consultant of any of its obligations under this indemnity provision. The Consultant 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 Consultant's responsibility to obtain, procure and maintain insurance pursuant to this Agreement.

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

Section 7.01 Events of Default Defined

Each of the following shall constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the CHA.
- B. The Consultant's failure to perform any of its obligations under this Agreement including, but not limited to, the following:
 1. Failure to perform the Services with sufficient personnel or with sufficient material to ensure the performance of the Services or due to a reason or circumstance within the Consultant's control;

2. Failure to meet any of the performance standards set forth in this Agreement;
 3. Failure to perform the Services in a manner reasonably satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 4. Failure to promptly re-perform within a reasonable time Services or Deliverables that were rejected as erroneous or unsatisfactory;
 5. Discontinuance of the Services for reasons or circumstances not beyond the Consultant's control;
 6. Failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination; and
 7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
 8. Failure to cooperate with the CHA Inspector General in any investigations, audits, reviews, inspections or hearings.
- C. Any change in majority ownership or majority control of the Consultant without the prior written approval of the CHA, which written approval shall not be unreasonably withheld.
- D. The filing of a voluntary petition of bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by Consultant;
- E. The consent to an involuntary petition in bankruptcy or the failure of Consultant to have vacated within ninety (90) days from the date of entry thereof any order approving an involuntary petition;
- F. The entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating Consultant bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree continuing unstayed and in effect for a period of one hundred twenty (120) consecutive days.
- G. The Consultant's default under any other agreement it may presently have or may enter into with the CHA during this Agreement. The Consultant acknowledges and agrees that in the event of a default under this Agreement the CHA may also declare a default under any such other agreements.

Section 7.02 Remedies

Within five (5) business days after Consultant has been provided written notice from CHA of the occurrence of each default, Consultant shall provide a statement setting forth the actions that Consultant has taken and/or proposes to take with respect to curing the default, and an estimated time period within which Consultant anticipates being able to cure the default.

Absent an agreed-upon time frame to cure an event of default, Consultant shall be given thirty (30) calendar days to cure each event of default following CHA's notice. If Consultant fails to cure such default within thirty (30) calendar days after receipt of written notice, or if the Consultant has failed to commence and continue diligent efforts to cure such default within thirty (30) days if such default cannot be reasonably cured within thirty (30) calendar days after notice, the CHA may, at its sole option, declare the Consultant in default. Whether to declare the Consultant in default is within the sole discretion of the CHA and neither that decision nor the factual basis for it is subject to review or challenge under the disputes provision of this Agreement. Written notification of the default, and any intention of the CHA to terminate the Agreement, shall be provided to the Consultant and such decision shall be final and effective upon the Consultant's receipt of such notice pursuant to Article 10. Upon the giving of such notice, the CHA may invoke any or all of the following remedies:

- A. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the CHA.
- B. The right to pursue any and all remedies, legal and/or equitable, available to the CHA.
- C. The right to withhold all or any part of Consultant's compensation hereunder with respect to Services not completed in accordance with the terms hereof prior to the termination of this Agreement.
- D. The right to deem Consultant non-responsible in future contracts to be awarded by the CHA.
- E. The right to take over and complete the Services or any part thereof, either directly or through others.

If the CHA considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the CHA and that if the CHA permits Consultant to continue to provide the Services despite one or more events of default, the Consultant shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the CHA waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any event of default shall be deemed as a

waiver of such right or power, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.03 Termination for Convenience

The CHA may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by written notice from the CHA to Consultant when the Agreement may be deemed to be no longer in the best interests of the CHA. If the CHA elects to terminate the Agreement in full, all Services to be performed hereunder shall cease effective ten (10) calendar days after the date written notice has been provided unless such other date is specified in the notice of termination. The Consultant shall continue to render the services until the effective date of termination. Subject to performance within the requisite performance standards and audits of invoices as set forth above, the CHA shall pay to Consultant on a pro-rata basis, costs incurred for Services rendered through the date of termination. No costs incurred by the Consultant after the effective date of the termination shall be permitted. This Section 7.03 is not subject to Article 5 of this Agreement.

The Consultant shall flow down the provisions of Section 7.03 in all of its contracts with its subcontractors, if any.

Section 7.04 Suspension

The CHA may at any time request that the Consultant temporarily suspend its Services, or any part thereof, by giving ten (10) days prior written notice to the Consultant or upon no notice in the event of an emergency. No costs incurred during such suspension of services shall be allowed. The Consultant shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the CHA. Consultant shall cooperate with CHA to ensure an orderly resumption of Services following any suspension.

Section 7.05 No Damages for Delay

The Consultant agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred by reason of delays or suspension of work caused by the CHA in the performance of its obligations under this Agreement. The Consultant's sole and exclusive remedy for delays or suspension of work caused by the CHA is an extension of time equal to the duration of delay or suspension to allow the Consultant to perform its obligations under this Agreement.

Section 7.06 Right to Offset

To the extent permitted by applicable law:

- A. In connection with performance under the Agreement, the CHA may offset any incremental costs and other damages the CHA incurs in any and all of the following circumstances:
 - i. If the CHA terminates the Agreement for default or any other reason resulting from the Consultant's performance or non-performance;
 - ii. If the CHA exercises any of its remedies under Section 7.02 of the Agreement;

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

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

- B. Without breaching this Agreement, the CHA may set off a portion of the compensation due under this Agreement in an amount equal to the amount of any liquidated or un-liquidated damages or claims that the CHA has against the Consultant arising out of any other agreements between the CHA and the Consultant or otherwise unrelated to this Agreement. If and when the CHA's claims against the Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the CHA will reimburse the Consultant to the extent of the amount the CHA has offset against this Agreement inconsistently with the determination or resolution.

ARTICLE 8. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 8.01 Warranties, Representations and Covenants

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

- A. That it is financially solvent; and that it and each of its employees or agents of any tier are competent to perform the Services required under this Agreement; and that Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.
- B. That no officer, agent or employee of the CHA is employed by the Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder, except as may be permitted in writing by the CHA and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of the Consultant to any employee of the CHA; and the Consultant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA.
- C. That Consultant and its subcontractors, if any, are not in default at the time of the execution of this Agreement or deemed by the CHA's Deputy Chief of Procurement to be in default on any contract awarded by the CHA within the last five (5) years.
- D. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, officers, agents, or employees, has induced the Consultant to enter into this Agreement or has been relied upon by the Consultant.

- E. That the Consultant has carefully examined and analyzed the provisions and requirements of this Agreement and that it understands the nature of the Services required;
- F. That the Consultant acknowledges that the CHA, in its selection of the Consultant to perform the Services hereunder, materially relied upon the Consultant's Proposal, that the Proposal was accurate at the time it was made and that no material changes in it have been nor will be made without the express consent of the CHA;
- G. That the Consultant and, to the best of its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a)(2) and other federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended, and the CHA's Ethics Policy, as amended, and during the term of the Agreement will not violate the provisions of such laws and policies.
- H. That the Consultant has disclosed any and all relevant information to the CHA and the Consultant understands and agrees that any certification, affidavit or acknowledgment made under oath or failure to disclose in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.
- I. That the Consultant is a duly organized and validly existing corporation under the laws of the State of Illinois and has and will continue to have at all times during the term of this Agreement, all licenses necessary to render the Services required hereunder.
- J. That the Consultant has the power and authority to enter into and perform all of its obligations under this Agreement, and that this Agreement, when executed, will constitute the duly authorized, valid and legally binding obligation of the Consultant.

Section 8.02 Joint and Several Liability

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

Section 8.03 Business Documents and Contractor's Affidavit

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

Section 8.04 Conflict of Interest

- A. No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit to arise from it.
- B. The Consultant covenants that it and its employees, or subcontractors, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The Consultant further covenants that during the performance of this Agreement, no person having any such interest shall be employed. Consultant agrees that if the CHA determines that any of Consultant's services for others conflict with the Services that the Consultant is to render for the CHA under this Agreement; Consultant shall terminate such other services immediately upon request of the CHA.
- C. Additionally, pursuant to the conflict of interest requirements in 2 C.F.R. §200.318 (c), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- D. Furthermore, the Consultant represents that it currently is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. §1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.05 Non-Liability of Public Officials

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

Section 8.06 Independent Contractor

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

employees, agents, representatives or subcontractors. Consultant and its employees, representatives, and agents shall not be entitled to receive any employment benefits offered to employees of the CHA including workers' compensation insurance coverage.

ARTICLE 9. GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement and the Exhibits attached hereto shall constitute the entire agreement between the parties hereto relating to the subject matter hereof and no other warranties, inducements, considerations, covenants, conditions, promises or interpretations shall be implied between the parties that are not set forth herein. In the event of a conflict between the Agreement and any Exhibits that have been incorporated by reference, the terms of the Agreement shall control.

Section 9.02 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. Return of this document by electronic transmission bearing the signature of a party hereto constitutes the execution and acceptance of such party. This agreement may be executed via DocuSign or other electronic signature software, which shall be deemed an original.

Section 9.03 Amendments

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

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

Section 9.04 Compliance with All Laws and Regulations

- A. The Consultant shall at all times observe and comply with all applicable laws, ordinances, rules, regulation and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement, including but not limited to Section 6 of the Housing Act of 1937, 42 U.S.C. §1437, the Privacy Act of 1974, 5 U.S.C. §552(a), The Freedom of Information Act ("FOIA"), 5 U.S.C. §552, and Section 208 of the E-Government Act, and 24 C.F.R. Part 5, all other applicable HUD regulations, the Uniform Administrative Requirements contained in 2 C.F.R. Part 200 et seq., as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. § 7401/et seq.); Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended; Executive Order 11246, as amended by Executive Orders 12086 and 11375; Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally, the Consultant 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 Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

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

Section 9.05 Deemed Inclusion

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

Section 9.06 Severability

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

Section 9.07 Jurisdiction

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

Section 9.08 Interpretation

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

Section 9.09 Assigns

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

Section 9.10 Cooperation and Duties Upon Termination

The Consultant agrees at all times to cooperate fully with the CHA and to act in the CHA's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Consultant shall make every effort to ensure an orderly transition to another Consultant, the uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the CHA in connection with the termination or expiration of this Agreement.

Upon expiration or termination of this Agreement for any reason:

- (a) Consultant will immediately deliver to CHA, at no cost to CHA, all books and records maintained by it pursuant to this Agreement and do all that is reasonably necessary to facilitate the orderly transition of the Services;
- (b) Consultant shall be responsible for losses incurred by CHA as a result of Consultant's failure to maintain or provide records required to be maintained under this Agreement.
- (c) Consultant shall use best efforts to transition to any successor company, all contracts, leases, or other agreements Consultant entered into under or pursuant to the terms of this Agreement. The responsibility of such transition belongs solely to Consultant and Consultant agrees that it will not attempt to hold the CHA accountable for any contracts, leases or other agreements that Consultant entered into for any reason. Consultant further accepts responsibility for paying all of CHA's costs, including reasonable attorney's fees, for any action that arises against the CHA regarding the contracts, leases or agreements entered into by Consultant under this Agreement.
- (d) Consultant shall flow down the terms of this Section 9.10 to all its contracts associated with the Services and shall assure no interruption of Services.

Section 9.11 Waiver

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

Section 9.12 Flow - Down Provisions

The Consultant shall flow down the following provisions of the Agreement and General Conditions to its contracts with subcontractors: Section 2.04, Section 2.05, Section 2.06, Section 2.07, Section 2.08, Section 2.09, Section 2.10, Section 2.11, Section 2.12, Section 2.13, Section 2.14, Section 2.15, Section 2.16, Section 2.17, Section 7.03, Section 7.03, Section 7.04, and Section 9.04 of the Agreement and paragraph numbers 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21 and 22 of the General Conditions.

ARTICLE 10. COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication, including required reports and submissions between the Consultant and the CHA shall be through CHA's Office of Development, 60 E. Van Buren St., Chicago, IL 60605 when required. 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.

Section 10.02 Notices

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

HUSarchitecture
2202 S. Halsted Street
Chicago, Illinois 60608
Attention: Chyanne Husar, Principal Architect

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

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

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

ARTICLE 11. AUTHORITY

Section 11.01 CHA's Authority

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


Section 11.02 Consultant's Authority

The signature of the person signing on behalf of the Consultant has been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

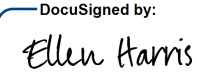
[Remainder of page intentionally left blank; signature page attached hereto]

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


CHICAGO HOUSING AUTHORITY

By: 
Sheila Johnson
Deputy Chief Procurement

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

By: 
Ellen Harris
Chief Legal Officer

HUSARCHITECTURE INC.


By: _____
Chyanne Husar
Principal Architect
12/11/2022