

CONTRACT NO. 12886

**MASTER ENVIRONMENTAL CONSULTING
SERVICES AGREEMENT**

BETWEEN

THE CHICAGO HOUSING AUTHORITY

AND

ENVIRONMENTAL DESIGN INTERNATIONAL, INC.

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AGREEMENT

THIS MASTER ENVIRONMENTAL CONSULTING 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 60605 and **ENVIRONMENTAL DESIGN INTERNATIONAL, INC.** (the "Consultant"), an Illinois Corporation with offices at 33 W. Monroe Street, Suite #1825, Chicago, Illinois 60603.

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. 3190 ("RFP") on or about May 31, 2022 to solicit proposals from multiple environmental consultants to assist the CHA in incorporating environmental requirements at dwelling and non-dwelling facilities, and to assist CHA in reviewing and making recommendations to ensure its policies and procedures meet environmental requirements through the use of this Agreement; and

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

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

WHEREAS, CHA's Board of Commissioners authorized entering in to this Agreement on November 15, 2022 by resolution number 2022-CHA-50;

WHEREAS, the CHA and the Consultant desire to enter into the Agreement for the provision of environmental 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

“Account Manager” means the Key Employee of the Consultant who is assigned to the CHA account upon execution of this Agreement and who is the primary contact for the CHA for all Requests for Service and Task Order Proposal Requests for Authorization.

“Agreement” or “Contract” means the contract entered into between the CHA and the Consultant. It includes this Master Agreement and all amendments, modifications or revisions made in accordance with the terms of this 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 exhibits which have been attached to or specifically incorporated by reference in this Master Agreement.

“Archeological Laws” shall mean, but are not limited to, the Archeological and Paleontological Resources Protection Act (20 ILCS 3435), Human Skeletal Remains Protection Act (20 ILCS 3440, as amended) the Department of Natural Resources Subchapter a: Lands Part 370 The Protection of Archeological Resources (17 IAC 370 et seq., as amended), Illinois Historic Preservation Agency Part 4170 and Part 4190 Rules, as amended, for the Protection, Treatment and Inventory of Unmarked Human Burial Sites and Unregistered Grave (17 IAC 4170 and 4190 et seq.), Missing Persons Identification Act (50 ILCS 722 et seq.) and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards of conduct for protection of archeological resources or human remains.

“Archeological Resource” refers to any material remains of past human life or activities that are of archeological interest and at least forty (40) years of age, as well as the physical site, location, or context in which those remains are found.

“Bid Package” means all the documents distributed to potential bidders, including, but not limited to, the Invitations for Bids, Request for Proposals, Form of Contract, General Conditions for Construction Contracts (HUD Form 5370), Special Conditions, Technical Specifications, Plans and Specifications, Updated Cost Estimates and any other documents distributed to Bidders by the CHA with the foregoing documents.

“Business Day” means Monday through Friday, 8:30AM – 5:00PM, excluding federal or State holidays.

“CHA Project Manager” shall be that CHA employee or designee so identified in each Task Order Proposal Request for Authorization or Request for Service, or otherwise identified by the CHA with reasonable notice.

“Chicago Office of Underground Coordination” – City of Chicago Department that requires the review of underground installations.

“Contract-Year” means the 12-month period following the start date of the Agreement and each subsequent 12-month term of the Agreement.

“Contracting Officer” means the person authorized by the CHA’s Board of Commissioner’s

to execute contracts with third parties, and his/her delegated designee.

“Deliverables” shall include but are not limited to various written studies, reports, supporting documentation, lab reports, forms, processes, plans, designs, data, databases, briefs, field notes, compilations, system plans, flow charts, work flow charts, drawings, maps, photographs and negatives/digital files, files, records, computer printouts, tapes and the masters thereof, prototypes, estimates, memoranda, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, spreadsheets, software, training materials, other materials and work product generated and assembled either in hard copy or by electronic media, pursuant to the work contracted for by the CHA hereunder and prepared by the Consultant or its subcontractors pursuant to Task Orders issued under this Agreement, and any such other or additional Deliverables which may be set forth in an RFS or a TOPRA, which may be required in hard copy and/or electronic format.

“Development” means CHA’s Office of Development

“Documentation” shall mean all documentary materials such as, but not limited to, work papers, configurations, reports, manuals, and other work product in hard copy or electronic format, prepared by or on behalf of the Consultant, its subcontractors or agents in connection with providing the Services.

“Environmental Documents” means all of the Reports, Plans and Specifications, addenda, change orders and modifications, and all other prints, models, designs, computations, sketches, test data, photographs, renderings, plans, shop and accepted proposal drawings, and other materials relating to, or contemplated by, the services performed by the Consultant or by any engineer, professional or professional consultants to, or engaged by the Consultant in connection with a Project.

“Engineer” means the person or entity engaged by the Consultant as either an employee or subcontractor, and who is a Registered Professional Engineer, licensed in Illinois.

“Fee Proposal” means the Consultant’s fixed fee cost proposal prepared and submitted by the Consultant in response to a RFS or TOPRA. An accepted Fee Proposal will be deemed to be the Budget for the Project for which it was submitted.

“Firm Fixed Fee” means the fixed fee for the Scope of Work required under a Task Order.

“Fully Loaded Hourly Rates” shall mean that hourly rate by particular type of worker, which includes all of the Consultant’s expenses, overhead and indirect costs, profit and fees.

“Historic Artifacts” includes all grave artifacts and/or associated historical, cultural or archeological resources.

“Independent Cost Estimate or ICE” means the cost/price estimate of an EC’s work for a Project. The ICE will be the basis for comparing costs or prices provided by the EC.

“Illinois Site Remediation Program refers to the voluntary remediation program as defined under 35 IAC 740 and 742 et seq., as amended.

“Key Personnel” shall mean those positions and job titles and the persons assigned to those

positions and job titles in accordance with the provisions of Section 2.04 of this Agreement.

"Master Agreement" shall mean this indefinite delivery, indefinite quantity environmental consulting services master agreement that has been entered into by the CHA and each of the environmental consulting firms who have been awarded a contract under the RFP.

"Notice-to-Proceed" means a written acceptance of a Work Plan and Fee Proposal by the Deputy Chief Procurement Officer and direction to commence the Scope of Work under the Work Plan.

"Professional Archeologist" – An individual that meets the qualification specified under Illinois Historic Preservation Agency Part 4190 Rules for the Protection, Treatment and Inventory of Unmarked Human Burial Sites and Unregistered Graves (17 IAC 4190.405 (et seq., as amended), Secretary of the Interiors "Professional Qualification Standards (48 FR 44 44738-9, as amended)", and the approval of IHPA. Under the definition of professional archeologist (17 IAC 4190.405 (et seq., as amended), are defined three levels of technical qualifications for various types of investigations.

"Project" means all consulting and engineering services described herein, and further described and defined in a Task Order related to the Work the Consultant will perform at the Site pursuant to the terms of the Task Order issued under the Contract.

"Project Documents" means this Master Agreement, the Request for Service or Task Order Proposal Request for Authorization, the Task Order, which includes the accepted and executed Work Plan, which also includes a schedule of work and Deliverables, the Proposal and Fee Proposal in the format specified in the RFS or TOPRA.

"Project Manager" means the Consultant's staff member indicated on each Work Plan as the person who will direct and coordinate the execution of the Work Plan and who will be the CHA's primary contact.

"Properties" means those certain parcels of land located in the City of Chicago, described in a Task Order.

"Proposal" means the response to a RFS or TOPRA that includes the Consultant's Work Plan and Fee Proposal.

"Request for Services" (RFS) means a written request from the CHA to the consultants awarded contracts to prepare and submit a Work Plan and Fee Proposal for Services related to a specific Project.

"Scope of Work" means a clear, concise description of the work to be performed pursuant to a Task Order and this Agreement (including, but not limited to, the Consultant's design data and criteria, site drawings, technical specifications, environmental reports, and all CHA provided information.

"Services" means, collectively, the environmental consulting services or "ECS", duties and responsibilities described in the Project Documents and all Work necessary to perform a Scope of Work or to carry them out fully as required and in accordance with the terms of the Task Order and the Agreement.

“Site Plan” means the plan of each Site and the environmental work required therein to be prepared, executed and/or documented by the Consultant pursuant to a Task Order issued under the Contract.

“Special Conditions” means the Special Conditions of the Contract for Construction applicable to construction contracts.

“Subcontractor” means any person or entity with whom the Consultant contracts to provide any part of the Services. It also includes subcontractors of any tier, suppliers and materialmen, whether or not in privity with the Consultant.

“Task Order” means the order issued by the CHA that sets forth the description of the Project, scope of work, timeframe for performance and fixed fee for the Consultant’s Services to be performed in accordance with the term and conditions of the Agreement.

“Task Order Proposal Request and Authorization” or “TOPRA” means the request for ECS for urgent projects assigned through a next-in-line rotation.

“Work” means all labor, materials, and services required to be provided by the Consultant to execute and/or document the Services in accordance with the Task Order and the Agreement.

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

“Work Plan” means the detailed description of the Services to be provided by the Consultant in a response to a RFS. Unless otherwise indicated, references to a Work Plan will be deemed to include the applicable Fee Proposal.

“Work Product” shall include, but not be limited to various written studies, reports, supporting documentation, lab reports, forms, processes, plans, designs, data, databases, briefs, field notes, compilations, system plans, flow charts, work flow charts, drawings, maps, photographs and negatives/digital files, files, records, computer printouts, tapes and the masters thereof, prototypes, estimates, memoranda, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, spreadsheets, software, training materials, other materials and, work product generated and assembled either in hard copy or by electronic media, pursuant to the work contracted for by the CHA hereunder and prepared by the Consultant or its subcontractors under this Agreement, and any such other or additional Deliverables which may be set forth in an RFS or TOPRA, which may be required in hard copy and/or electronic format.

Section 1.03 Acronyms

ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act
ASTM	American Society for Testing and Materials
BTEX	Benzene, toluene, ethyl benzene, xylenes

CADD	Computer Aided Design Drawings
CCD	Capital Construction Department
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980
CERCLIS	Comprehensive Environmental Response, Contamination and Liability Information System
CFR	Code of Federal Regulations
CHA	Chicago Housing Authority
CMBDC	Chicago Minority Business Development Counsel
CMS	State of Illinois Central Management Services
CSIR	Comprehensive Site Investigation Report
CSL	Combined Single Limit
DRM	Data Records Management
EA	Environmental Assessment (refers to 24 CFR Part 50)
EPA	United States Environmental Protection Agency
ERR	Environmental Record Review
ESA	Environmental Site Assessment
HAZMAT	Hazardous Material
HISWD	Historical Inventory of Solid Waste Disposal Sites
HMIRS	Hazardous Materials Information Records System
HUD	United States Department of Housing and Urban Development
IAC	Illinois Administrative Code
IAQ	Indoor Air Quality
IDIQ	Indefinite Delivery, Indefinite Quantity
IDOT	Illinois Department of Transportation
IDPH	Illinois Department of Public Housing
IDPH	Illinois Department of Public Health
IEPA	Illinois Environmental Protection Agency
ILCS	Illinois Compiled Statues
ISRP	Illinois Site Remediation Program, often referred to as "SRP"
IT	Information technology
LUST	Leaking Underground Storage Tank
MSDS	Material Safety Data Sheet
MWRD	Metropolitan Water Reclamation Department
NEPA	National Environmental Policy Act
NFR	No Further Remediation Letter
NPDES	National Pollutant Discharge Elimination System
NPL	National Priority List
ODM	Office of Development
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
PNA	Polynuclear Aromatic Hydrocarbons
QA/QC	Quality Assurance/Quality Control
RACR	Remedial Action Completion Report
RAP	Remedial Action Plan
RBC	Risk Based Corrective action (also referred to as RBCA)

RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Condition (Defined in ASTM Standard 1527-13)
RELPE	Review and Evaluation Licensed Professional Engineer
RFP	Request for Proposal
ROR	Remedial Objectives Report
SARA	Superfund Amendments and Reauthorization Act
SMP	Soil Management Plan
SRP	Site Remediation Program
TACO	Tiered Approach for Corrective Action
TAT	Turn Around Time
TOC	Total Organic Carbon
TSCA	Toxic Substances Control Act
U.S.C.	United States Code
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey
UST	Underground Storage Tank
VOC	Volatile Organic Compounds

ARTICLE 2. CONSULTANT’S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Services/Statement of Work

The Scope of Services that the Consultant shall provide during the term of the Agreement shall include, but not be limited to, environmental consulting services as needed to assist the CHA in incorporating environmental requirements at dwelling and non-dwelling facilities and for its planned capital improvement projects. Consultant shall assist CHA by reviewing and making recommendations to ensure CHA policies and procedures meet environmental requirements, and shall cooperate with and provide materials as needed to CHA’s designated Responsible Entity (as defined in 24 C.F.R. Part 58.2) in its performance of required NEPA reviews. 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, and in the Task Orders to be issued pursuant to this Agreement (all of the foregoing, the “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 Task Order Assignment and Administration Process

Task Orders will be assigned by one of two (2) processes, depending on the Scope of Services required for a particular Project. By issuing a Notice-to-Proceed and Task Order in response to a Proposal submitted by a Consultant, this Agreement will be deemed to have been amended to include Consultant's accepted Fee Proposal, and any special requirements set forth in the RFS or TOPRA, with respect to that Task Order only. The CHA's acceptance of a Proposal will be demonstrated by the issuance of an award, Task Order and a Notice-to-Proceed signed by CHA's Contracting Officer or his/her designee, which directs the Consultant to perform the Services in accordance with the Task Order. The Notice to Proceed shall provide start and end dates for the Services required under each Task Order. Consultant will not commence Services, and the CHA will not be liable for any costs incurred by, or for payments to be made to, the Consultant without a Notice-to-Proceed so executed. All Task Orders shall be subject to and governed by the terms and conditions of this Agreement. Notwithstanding the processes set forth in this Section 2.02, CHA reserves the right to publicly solicit Environmental Consulting Projects should specialized expertise be required for a project or should it be deemed in CHA's best interest.

A. Process No. 1 – Assigned (Next in Line) Task Orders for Urgent Projects and Projects up to \$30,000

Environmental Consulting Projects with an Independent Cost Estimate of \$30,000 or less, and those projects identified by CHA as urgent projects requiring immediate services, will be assigned based on a ranked order, established at the commencement of the contract term. The ranked order shall be based on the evaluation scores of all Consultants. Task Orders assigned pursuant to this process will be those projects valued under \$30,000 or projects where there is an immediate need for environmental consulting services, due to the impact on the quality of life, health, or safety for CHA residents and staff, a citation or directive from an agency with oversight over environmental matters requiring immediate attention, or environmental consulting services associated with time sensitive real estate acquisition projects.

1. Procedure for Task Orders Assigned via Process 1- Task Order Proposal Request for Authorization (TOPRA):
 - a. The CHA will issue a Task Order Proposal Request for Authorization ("TOPRA") to the Selected Consultant that includes the Scope of Work for the Project.

- b. The Selected Consultant will submit a Proposal to perform the work on a Firm Fixed Fee Basis, based on the Scope of Work, and provide required contract compliance schedules.
- c. The CHA may accept the Selected Consultant's Proposal, or the CHA and the Selected Consultant may negotiate the proposed fee, and upon agreement, the CHA will execute the Task Order and issue a Notice to Proceed.
- d. The CHA, at its discretion, may elect *not* to execute an assigned Task Order with the Selected Consultant if any of the following conditions occur, including, but not limited to:
 - i. The Selected Consultant fails to submit a Proposal to perform the Task Order work within five (5) business days, or within the applicable timeframe specified by the CHA;
 - ii. The CHA determines that the Selected Consultant's pricing is excessive for the Task Order work, and the parties cannot come to an agreement.
 - iii. The CHA determines that the Selected Consultant's proposed staffing or work plan to perform the Task Order work will not meet the requirements of the Project or will not be advantageous to the CHA;

If the parties are unable to negotiate a reasonable cost within five (5) business days of receipt of Consultant's Proposal, CHA shall retain the right to suspend negotiations with the Selected Consultant and proceed to the next in line Consultant on the pre-established list for assigned Task Orders.

- e. The Selected Consultant may decline to submit a Proposal for a next in line Task Order by giving notice in writing to the CHA Project Manager identified in the TOPRA within one business day after receipt of the TOPRA. When a Selected Consultant declines to submit a Proposal, the Selected Consultant's turn in the next-in-line order will be documented as skipped. A Consultant's repeated failure to submit Proposals for next-in-line Task Orders may be taken into consideration in CHA's decision whether to exercise any available options.

B. Process No. 2 – Solicited (Request for Services) Task Orders:

Environmental Consulting Projects valued over \$30,000 per CHA's independent cost estimate that a) are not immediate need projects or b) are not projects relating to time sensitive real estate acquisitions, will be offered to all Consultants by way of a Request for Services. The most responsive and responsible proposal providing the best overall value to CHA will be awarded the Task Order.

1. Request for Services (RFS) Process No. 2

- a. The CHA will issue an RFS to all Consultants. The RFS will set forth:
 - i. A scope of work
 - ii. A schedule of work
 - iii. Any necessary background information needed for the Project; and
 - iv. The required completion date.
- b. Consultants will submit a Proposal for performing the work on a Firm Fixed Fee basis with a Work Plan. Proposals shall include the following:
 - i. The Consultant's approach to performing those Services;
 - ii. A Work Breakdown Structure, if applicable, for completion of Services;
 - iii. A list of the deliverables to be provided;
 - iv. A schedule for completion;
 - v. A staffing schedule and list of subcontractors to be utilized;
 - vi. The requisite MBE/WBE/DBE and Section 3 Compliance Schedules and Certification Letters; and
 - vii. Certificate of applicable insurance(s).
- c. The Task Order will be awarded to the most responsive and responsible Proposal with the lowest negotiated price.
- d. Consultant's Response to an RFS:
 - i. All proposals submitted in response to an RFS shall include a schedule of milestone events, work and deliverables, personnel and reimbursables to be assigned to tasks, a list of subcontractor(s) as appropriate, the schedule of task reporting, and recommendations for other or future work not included in the Task Order as appropriate.
 - ii. The response to the RFS shall conform to the terms and conditions of the Contract. The Firm Fixed Fee Proposals in response to a RFS will constitute irrevocable offers for a period of one hundred eighty (180) calendar days after receipt by the CHA. After receiving all Proposals, the CHA, in its sole discretion, may choose not to award a RFS Task Order. Any costs associated with the preparation of Proposals in response to an RFS will not be reimbursable under the Agreement or resulting Task Order.
 - iii. CHA will review each submitted Proposal and issue a Task Order to the Consultant whose Firm Fixed Fee Proposal is deemed to be in the best interest of the CHA, unless the CHA, in its sole discretion, chooses not to award a Task Order.
 - iv. ECs are expected to respond to all Requests for Service. Repeated failure to respond to requests may be taken into consideration in CHA's decision whether to exercise any available options.

- v. Deadlines for submittal of proposal. Proposals submitted in response to an RFS shall be submitted within five (5) business days of the issuance of the RFS unless otherwise specified in the RFS. Questions shall be due on the second business day following the site visit, if applicable.
- e. Consultant acknowledges and agrees that the CHA may select from among those Proposals submitted in response to an RFS the Proposal deemed to be in the best interests of the CHA or may reject any and all Proposals submitted in response to an RFS. Consultant further acknowledges and agrees that any Proposal may be subject to HUD approval and that, if such approval is required, the Consultant will not perform any Services relating to a Proposal until such approval is obtained.
- f. The CHA reserves the right, at its option, either to accept a Proposal submitted by the Consultant without further negotiations, or to negotiate with all Consultants.

C. Exceptions to Task Order Selection Criteria

With respect to Task Orders issued pursuant to either Process 1 or Process 2, CHA's Contracting Officer will provide each of the environmental consultants a fair opportunity to be considered for Task Orders unless the award of the Task Order to the Consultant would result in the maximum amount of compensation set forth in their Agreement being exceeded or unless one of the following exceptions applies:

1. The Task Order must be assigned to a Consultant other than the next-in-line Consultant (Process 1) or on a non-competitive basis (Process 2) in the interest of economy and efficiency because it is a logical follow-on to a Task Order already issued; or
2. It is necessary to place a Task Order to satisfy an environmental consultant's minimum guarantee in its contract.

Any proposed utilization of the Exceptions to Task Order Selection Criteria must have prior written approval of the CHA's Deputy Chief of Procurement.

D. 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 Consultant must request a Task Order Modification ("TOM") on a form approved by the CHA for those additional Services within seven (7) calendar days of said discovery or request. Upon receipt of written approval of the TOM from CHA's Contracting Officer, the Consultant shall proceed to complete the additional Services as set forth in the TOM. The Consultant shall not be entitled to any additional costs for performance of Work set forth in a TOM unless written approval of the

TOM has been provided to Consultant by CHA's Contracting Officer. In no event may the Consultant request a TOM or make any claims against the CHA for equitable adjustments, additional costs, direct or indirect; or fees after completion of a Task Order assignment.

E. Reduction of Task Order Compensation

In the event that any portion of the Scope of Work to be performed under a Task Order, the costs for which were included in the Consultant's accepted Fee Proposal and became part of the Task Order, is determined by the CHA or the Consultant to no longer be necessary, the CHA shall be entitled to an equitable adjustment to the Task Order's compensation amount to reduce the Consultant's compensation for the Scope of Work that was determined or deemed to no longer be necessary. The Consultant shall upon the request of the CHA, or on its own initiative, prepare a TOM for a reduction of the Task Order compensation amount for approval by the CHA's Contracting Officer.

Section 2.03 Performance Standards

- A. The Consultant shall perform all Services required under this Agreement with the professional due care standard, and 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 hereunder. 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. Consultant shall assure timely and satisfactory delivery and completion of its Services, including, but not limited to Deliverables.
- B. 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 assure 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, Consultant shall return all telephone calls and respond to all electronic mail on a timely basis within one (1) business day.
- C. The Consultant will perform or cause to be performed all Services required by the Agreement and a Task Order issued hereunder in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, rules, regulations, or ordinances applicable to the Services to be provided under the Agreement, and to the reasonable satisfaction of the CHA. The Deliverables must meet the time frame contained in the Work Plan associated with that Deliverable.
- D. If Consultant's performance of the Scope of Work or any part thereof under a Task Order fails to comply with the above performance standards, Consultant shall perform again all such Scope of Work that did not comply with the performance standards, at Consultant's expense. The duty to perform again is in addition to, and not a limitation on, any other remedies available to the CHA under this Agreement, at law, or in equity.

- E. The Consultant shall maintain at all times any required licenses and certifications during the performance of the Agreement and all Task Orders issued hereunder. Failure to have or maintain such licenses or certifications shall constitute a material breach of contract.
- F. Efficiency. The Consultant agrees to furnish efficient business administration and supervision to render and complete the Scope of Work within the agreed upon fee and on time.
- G. Meetings. The Consultant will meet regularly with the CHA Project Manager to discuss matters relating to the Project. In addition, at the CHA's request, the Consultant must attend other meetings with the CHA or other interested parties designated by the CHA.
- H. All work to be performed under the Agreement shall be in compliance with all pertinent federal, state and local statutes, ordinances, regulations, rules, and guidelines, as such may be amended, including, but not limited to:
 - i. Illinois Environmental Protection Agency (IEPA) 35 IAC 732, Illinois LUST Program, as amended.
 - ii. IEPA 35 IAC 740, Illinois Site Remediation Program (SRP), as amended.
 - iii. IEPA 35 IAC 742, Tiered Approach to Corrective Action Objectives (TACO), as amended.
 - iv. Rules and Regulations of the Lead Poisoning and Prevention (77 Illinois Administrative Code, Chapter I; Department of Public Health (IDPH) Subchapter p: Hazardous and Poisonous Substance, Part 845 Lead Poisoning Prevention Code).
 - v. National Emissions Standard for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Demolition Practices and Non-friable Materials, as amended
 - vi. U.S. Environmental Protection Agency (USEPA) 40 CFR Part 763, Asbestos, as amended.
 - vii. Occupational Health and Safety Administration (OSHA), 29 CFR Part 1910.120, Hazardous Waste Operating and Emergency Response, as amended.
 - viii. U.S. Department of Housing and Urban Development (HUD) Regulations 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Responsibilities and 24 CFR Part 50 Protection and Enhancement of Environmental Quality, as amended.
 - ix. HUD regulations, 24 CFR Part 35 and HUD Lead-Based Paint Interim Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995 edition and subsequent revisions thereto.
 - x. Municipal Code of Chicago, as amended.
 - xi. Archeological and Paleontological Resources Protection Act (20 ILCS 3435),
 - xii. Human Skeletal Remains Protection Act (20 ILCS 3440)
 - xiii. Department of Natural Resources Subchapter a: Lands Part 370
 - xiv. The Protection of Archeological Resources (17 IAC 370 et seq.),
 - xv. Illinois Historic Preservation Agency Part 4170 and Part 4190
 - xvi. Rules for the Protection, Treatment and Inventory of Unmarked Human Burial Sites and Unregistered Grave (17 IAC 4170 and 4190 et seq.),
 - xvii. Missing Persons Identification Act (50 ILCS 722 et seq.)
 - xviii. Protection of Historic Properties (36 CFR 800 et seq.)

Section 2.04 Key Personnel

Leslie J. Sawyer, President and CEO shall be responsible for supervising Consultant's personnel and directing the Services to be performed during the term of the Agreement, and shall be the Consultant's designated person to receive Requests for Service. 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 2.05 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 2.06 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 Section 3 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 for each Task Order issued pursuant to this Agreement 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 for all Task Orders issued under this Agreement, 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 MBE/WBE/DBE 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 2.07 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 2.08 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 or any Task Order issued hereunder, to the CHA promptly in accordance with the time limits prescribed in the Agreement or Task Order, or if no time limit is specified, then upon reasonable demand thereof or upon termination or completion of the Task Order or 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 2.09 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 2.10 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 2.11 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 2.12 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 2.13 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 2.14 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 2.15 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 lay, order or requirement of any government agency or authority.

Section 2.16 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 2.17 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 2.18 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 2.19 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. For purposes of this Article 3, Task Orders shall be deemed issued during the Term if a completed Task Order Authorization Package or accepted proposal in response to an RFS has been submitted to CHA's Department of Procurement and Contracts. At the Agreement's expiration date, the Agreement's terms and conditions shall continue to remain in effect with respect to any Task Order issued to the Consultant prior to the expiration of the contract term. The Consultant acknowledges and agrees that Task Orders may be issued through the last day of the term of the Agreement, and that Task Order work not completed within the Term shall continue until the entire Scope of Work required under an assigned Task Order has been completed in accordance with its respective terms and the terms of this Agreement.

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

A. This is an indefinite delivery, indefinite quantity contract as defined in the HUD Procurement Handbook (7460.8 Rev.-2) and as such, the Consultant shall be entitled to earn a minimum amount of **Fifty Thousand and 00/100 Dollars (\$50,000.00)** under this Agreement. Compensation under this Agreement shall not exceed **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)** (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 **Two Hundred Thousand and 00/100 (\$200,000.00)**, for an aggregate not-to-exceed compensation amount of **Eight Hundred Thousand and 00/100 Dollars (\$800,000.00)** 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.

The Consultant acknowledges that the CHA is not obligated to issue Task Orders to the Consultant for more than the minimum amount set forth above. The Consultant agrees to and waives any and all claims for payment of Work that would result in billings beyond the agreed upon fee established in a Task Order without a prior written amendment to the Task Order authorizing said additional work and additional fee.

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.

B. Fixed Fee for Services. In response to each RFS or TOPRA, the Consultant will prepare and submit a (firm fixed-fee) Fee Proposal. The Consultant will prepare its Fee Proposal based upon rates no higher than the rates set forth in Consultant’s Fee Schedule.

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. Invoices shall be directed to: Chicago Housing Authority, Accounts Payable, 60 E. Van Buren Street, 11th Floor, Chicago, Illinois 60605.

The Consultant shall be entitled to invoice the CHA for the proportionate amount of Work required under a Task Order that it has completed to date. The Consultant shall create invoices that provide adequate detail and descriptions of their Work Product and the percentage of the Work that has been completed to date. Unless otherwise set forth in a RFS, TOPRA, or directed by the CHA, Consultant’s invoices must separate the fixed-fees attributable to each building that is part of the Task Order (noting each CHA building designation number). The Consultant may be required to create separate invoices by building or property as directed by CHA and may be required to provide a copy of the invoice to another address/recipient. At a minimum, each invoice will contain the name and address of the subject property, the Master Agreement number and Task Order number (in the format of XXXXX-XX), the percentage of Work completed, the amount

previously billed to the Task Order, and the total Task Order amount. In a cover letter accompanying the invoice, the Consultant shall verify that the percent of work completed and the percent of work invoiced for a Task Order are in balance. The Consultant may not invoice the CHA for more than the percentage or proportionate amount of Work that has been completed. CHA reserves the right to reject any invoice that is for more than the pro-rata amount of the Task Order's fixed-fee in comparison to the total percentage of the Work completed on such Task Order. In addition to a hard copy of the invoice, an electronic copy via e-mail shall also be submitted.

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 is attached hereto as Exhibit VII and incorporated by reference as if fully set forth herein. The Consultant shall at all times comply with the representations set forth in the Contractor's Affidavit.

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 and Task Order Modifications

No changes, amendments, modifications, or discharge of this Agreement or any Task Order issued hereunder 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 modification to a Task Order (TOM) and, if required, an 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 or a Task Order 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 or a Task Order issued hereunder 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 consultant, 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.

Section 9.13 Order of Precedence

All Task Orders issued under the Agreement are subject to the terms and conditions of the Agreement. Any conflict among the contract documents will be interpreted in the following order of precedence: (1) this Master Agreement; (2) the TOPRA or RFS (3) the Task Order (4) the approved Work Plan. Any terms and conditions in a Proposal submitted by the Consultant, which otherwise conflict with, are inconsistent with, or address matters not addressed in the Agreement, RFS, or TOPRA, are void and of no effect on the CHA (notwithstanding any other approval contemplated or provided for under the Contract), unless specifically accepted in writing by CHA's Contracting Officer as a modification to that Task Order only. This Agreement's terms and conditions shall supersede those appearing on the reverse side of CHA's Purchase Order forms that are maintained for CHA's records.

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 the CHA Project Manager for each Project. All Deliverables required to be submitted under this Agreement shall be sent to the assigned CHA Project Manager, c/o the 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 or any Task Order issued hereunder. 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:

Environmental Design International, Inc.
33 W. Monroe Street, Suite 1825
Chicago, Illinois 60603
Ph: (312) 345-1400
Fax: (312) 345-0529
Attention: Leslie Sawyer, President and CEO

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.

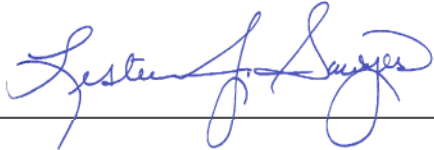
[Remainder of page intentionally left blank; signature page attached hereto]

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


CHICAGO HOUSING AUTHORITY

**ENVIRONMENTAL
DESIGN INTERNATIONAL, INC.**

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

By: 

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

By: 
7B3AB633EB5A499...
Ellen Harris
Chief Legal Officer