

**CONTRACT NO. 12932**

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CHICAGO HOUSING AUTHORITY**

**AND**

**GREATER ILLINOIS TITLE COMPANY**

## Table of Contents

<b>ARTICLE 1. INCORPORATION OF RECITALS.....</b>	<b>1</b>
SECTION 1.01 INCORPORATION OF RECITALS.....	1
SECTION 1.02 DEFINITIONS .....	1
<b>ARTICLE 2. CONTRACTOR'S DUTIES AND RESPONSIBILITIES.....</b>	<b>2</b>
SECTION 2.01 SERVICES TO BE PERFORMED.....	2
SECTION 2.02 PERFORMANCE STANDARDS .....	2
SECTION 2.03 KEY PERSONNEL .....	3
SECTION 2.04 NON-DISCRIMINATION .....	3
SECTION 2.05 SECTION 3 AND DIVERSITY AND INCLUSION CONTRACT REQUIREMENTS.....	3
SECTION 2.06 OWNERSHIP OF WORK PRODUCT, DOCUMENTS, RECORDS AND REPORTS .....	4
SECTION 2.07 AUDIT REQUIREMENT.....	6
SECTION 2.08 CONFIDENTIALITY .....	6
SECTION 2.09 SUBCONTRACTS AND ASSIGNMENTS .....	6
SECTION 2.10 PATENTS AND COPYRIGHTS .....	6
SECTION 2.11 RELIGIOUS ACTIVITIES .....	7
SECTION 2.12 DRUG-FREE WORKPLACE.....	7
SECTION 2.13 FORCE MAJEURE .....	7
SECTION 2.14 HUD AND CHA INSPECTORS GENERAL .....	7
SECTION 2.15 COMPLIANCE WITH CHA POLICIES.....	7
SECTION 2.16 MINIMUM WAGE .....	7
<b>ARTICLE 3. TERM OF AGREEMENT.....</b>	<b>8</b>
SECTION 3.01 TERM OF AGREEMENT .....	8
SECTION 3.02 CONTRACT EXTENSION OPTIONS.....	8
SECTION 3.03 TIMELINESS OF PERFORMANCE.....	8
<b>ARTICLE 4. COMPENSATION AND PAYMENT.....</b>	<b>8</b>
SECTION 4.01 COMPENSATION.....	8
SECTION 4.02 PAYMENT .....	9
SECTION 4.03 NON-APPROPRIATION.....	9
<b>ARTICLE 5. DISPUTES.....</b>	<b>9</b>
SECTION 5.01 DISPUTES.....	9
<b>ARTICLE 6. RISK MANAGEMENT .....</b>	<b>10</b>
SECTION 6.01 INSURANCE.....	10
SECTION 6.02 INDEMNIFICATION .....	10
<b>ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION .....</b>	<b>11</b>
SECTION 7.01 EVENTS OF DEFAULT DEFINED.....	11
SECTION 7.02 REMEDIES .....	12
SECTION 7.03 TERMINATION FOR CONVENIENCE.....	13
SECTION 7.04 SUSPENSION .....	14
SECTION 7.05 NO DAMAGES FOR DELAY .....	14
SECTION 7.06 RIGHT TO OFFSET .....	14
<b>ARTICLE 8. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS .....</b>	<b>15</b>
SECTION 8.01 WARRANTIES, REPRESENTATIONS AND COVENANTS.....	15
SECTION 8.02 JOINT AND SEVERAL LIABILITY .....	16
SECTION 8.03 BUSINESS DOCUMENTS AND CONTRACTOR'S AFFIDAVIT.....	16
SECTION 8.04 CONFLICT OF INTEREST .....	16
SECTION 8.05 NON-LIABILITY OF PUBLIC OFFICIALS .....	17
SECTION 8.06 INDEPENDENT CONTRACTOR .....	17
<b>ARTICLE 9. GENERAL CONDITIONS.....</b>	<b>17</b>

SECTION 9.01 ENTIRE AGREEMENT .....17  
SECTION 9.02 COUNTERPARTS.....18  
SECTION 9.03 AMENDMENTS .....18  
SECTION 9.04 COMPLIANCE WITH ALL LAWS AND REGULATIONS .....18  
SECTION 9.05 DEEMED INCLUSION .....19  
SECTION 9.06 SEVERABILITY .....19  
SECTION 9.07 JURISDICTION .....19  
SECTION 9.08 INTERPRETATION.....19  
SECTION 9.09 ASSIGNS .....20  
SECTION 9.10 COOPERATION AND DUTIES UPON TERMINATION.....20  
SECTION 9.11 WAIVER.....20

**ARTICLE 10. COMMUNICATION AND NOTICES.....21**  
SECTION 10.01 COMMUNICATION BETWEEN THE PARTIES.....21  
SECTION 10.02 NOTICES .....21

**ARTICLE 11. AUTHORITY .....21**  
SECTION 11.01 CHA'S AUTHORITY .....21  
SECTION 11.02 CONTRACTOR'S AUTHORITY .....21

EXHIBIT I SCOPE OF SERVICES/STATEMENT OF WORK  
EXHIBIT II ILLINOIS EQUAL OPPORTUNITY CLAUSE  
EXHIBIT III CHICAGO HOUSING AUTHORITY DIVERSITY AND INCLUSION CONTRACT  
REQUIREMENTS  
EXHIBIT IV CONTRACT COMPLIANCE CERTIFICATION AND COMPLIANCE UTILIZATION PLAN  
EXHIBIT V TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER  
THAN CONSTRUCTION  
EXHIBIT VI INSURANCE REQUIREMENTS  
EXHIBIT VII CONTRACTOR'S AFFIDAVIT  
EXHIBIT VIII FEE FORM

**CONTRACT NO. 12932**

**AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter, "Agreement") is entered into as of this 1<sup>st</sup> day of August, 2023 by and between the **CHICAGO HOUSING AUTHORITY** (the "CHA"), a municipal corporation organized under the Illinois Housing Authority Act 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois and **GREATER ILLINOIS TITLE COMPANY** (the "Contractor"), an Illinois corporation, with offices at 120 N. LaSalle St., Suite 900, Chicago, IL 60602.

**RECITALS**

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

**WHEREAS**, the CHA released a Request for Quotes on May 23, 2023 seeking vendors to provide title services for real estate and property ownership searches on behalf of CHA; and

**WHEREAS**, the Contractor submitted a quote indicating it is ready, willing and able to provide the services as set forth in the RFQ; and

**WHEREAS**, the CHA and the Contractor desire to enter into the Agreement for the provision of title 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 Contractor 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

"Contract" means this contract entered into between the CHA and the Contractor. It includes the Agreement, the Mandatory Contract Clauses for Small Purchases, the Contractor's Affidavit and any other documents or exhibits which have been specifically incorporated by reference into the Agreement.

## **ARTICLE 2. CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

### **Section 2.01 Services to be Performed**

#### **A. Scope of Services/Statement of Work**

The Services that the Contractor shall provide during the term of the Agreement shall include, but are not limited to, title commitments, title searches, ALTA policies and construction escrows, involving federally-owned real property, and other privately-owned property designated by the CHA on an as-needed basis (the "Services"). The Services to be performed by the Contractor during the term of the Agreement are more fully described in the Scope of Services/Statement of Work set forth Exhibit I, which is attached hereto and incorporated by reference herein.

#### **B. Deliverables**

In performing the Services, the Contractor shall prepare and/or provide the deliverables required by the Agreement, 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 Contractor in writing of any deficiencies the CHA may identify involving a Deliverable. Contractor shall be expected to provide monthly reports as set forth in the Scope of Services/Statement of Work.

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 Contractor of its commitments hereunder.

### **Section 2.02 Performance Standards**

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

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

The Contractor 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 Contractor covenants with the CHA to furnish its best professional expertise and judgment in furthering the CHA's interests. The Contractor shall at all times use its best efforts to ensure quality, timeliness, efficiency and creativity in rendering and completing the Services. The Contractor agrees that performance of the Services in a satisfactory manner shall include quick response to the CHA's needs. Accordingly, the Contractor shall return all telephone calls and respond to all electronic mail on a timely basis within one (1) business day.

#### Section 2.03 Key Personnel

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

#### Section 2.04 Non-Discrimination

Contractor 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. Contractor 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, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### Section 2.05 Section 3 and Diversity and Inclusion Contract 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. The parties to this contract

agree to comply with HUD's regulations in 24 C.F.R Part 75 and CHA's Diversity and Inclusion Contract Requirements regarding employment, subcontracting and training opportunities for Section 3 Workers, Targeted Section 3 Workers, Section 3 Business Concerns, and Minority, Women and Disadvantaged business enterprises ("M/W/DBE").

- B. CHA's Diversity and Inclusion Contract Requirements are attached hereto as Exhibit III. Contractor's Contract Compliance Certification and Compliance Utilization Plan are attached hereto as Exhibit IV. The Diversity and Inclusion Contract Requirements, Contract Compliance Certification, and Contractor's approved Utilization Plan (as such may be updated) are incorporated into this Agreement.
- C. Documenting and Reporting. The Contractor and its subcontractors shall provide all required compliance data via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

#### Section 2.06 Ownership of Work Product, Documents, Records and Reports

- A. Contractor 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 Contractor 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," Contractor 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. Contractor will execute assignments if requested by the CHA, without additional compensation. Contractor will document all work performed for the CHA and will turn such documentation over to the CHA on completion of the Contractor's services hereunder or earlier, if requested by the CHA. Contractor 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 Contractor, Contractor 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, Contractor 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. Contractor 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 Contractor in connection with the performance of the Contractor's Services under this Agreement shall be the property of the CHA. The Contractor 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 Contractor's possession or use and the Contractor shall be responsible for restoring such CHA Documents at its sole expense. Except as provided above, if any CHA Documents destroyed while in the Contractor's possession are not restorable, the Contractor shall be responsible for any loss suffered by the CHA on account of such loss or damage.
- C. The Contractor shall deliver or cause to be delivered all Work Product and/or CHA Documents, including, but not limited to, all Deliverables prepared for the CHA under the Agreement, to the CHA promptly in accordance with the time limits prescribed in the Agreement, or if no time limit is specified, then upon reasonable demand thereof or upon termination or completion of the Contractor's Services or expiration of the Agreement hereunder. In the event of the failure by Contractor to make such delivery, then and in that event, the Contractor shall pay to the CHA any damages the CHA may sustain by reason thereof. The Contractor shall maintain all CHA Documents not previously delivered to the CHA for a period of three (3) years after final payment is made in connection with the Agreement.
- D. The Contractor 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 Contractor's Services under the Agreement. The Contractor 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 2.06 shall survive the expiration or termination of the Agreement.
- F. The Contractor shall flow down the provisions of this Section 2.06 titled "Ownership of Work Product, Documents, Records and Reports" to its subcontractors at every tier.



#### Section 2.07 Audit Requirement

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

#### Section 2.08 Confidentiality

The Contractor agrees that all Deliverables, reports, documents or other information prepared or assembled by, or received or encountered by the Contractor, its employees, agents and subcontractors pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, the Contractor 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 Contractor is presented with a subpoena regarding such Confidential Information, which may be in the Contractor's possession by reason of this Agreement, the Contractor 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 Contractor, 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 Contractor agrees that Section 2.08 of the Agreement shall survive the termination of the Agreement.

#### Section 2.09 Subcontracts and Assignments

Unless otherwise provided for herein, the Contractor 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 Contractor 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 Contractor, 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 2.10 Patents and Copyrights

The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for CHA 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 Contractor purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.11 Religious Activities

In connection with the Services to be provided under this Agreement, the Contractor 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 2.12 Drug-Free Workplace

The Contractor shall establish procedures and policies to promote a "Drug-Free Workplace." Further, the Contractor 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 Contractor 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 2.13 Force Majeure

Notwithstanding any other provision in this Agreement, the Contractor 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 Services set forth hereunder, which result from circumstances or causes beyond Contractor'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 2.14 HUD and CHA Inspectors General

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

Section 2.15 Compliance with CHA Policies

The Contractor 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
- Language Access Policy
- Social Security Number Privacy and Protection Policy

Section 2.16 Minimum Wage

Contractor 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).

### **ARTICLE 3. TERM OF AGREEMENT**

#### **Section 3.01 Term of Agreement**

The base term of this Agreement is for the three-year period of **August 1, 2023** through **July 31, 2026** or until the Agreement is terminated in accordance with its terms, whichever occurs first.

#### **Section 3.02 Contract Extension Options**

The CHA, at its sole discretion, may extend this Agreement for two (2) 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 Contractor 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 Contractor 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 Contractor, and the failure by the Contractor to meet deadlines may result in economic or other significant losses to the CHA. Therefore, except to the extent that the Contractor'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 Contractor, **TIME IS OF THE ESSENCE**, so that failure to perform in a timely manner shall be considered a material breach of the Agreement.

### **ARTICLE 4. COMPENSATION AND PAYMENT**

#### **Section 4.01 Compensation**

Compensation under this Agreement shall not exceed **One Hundred Fifty Thousand and 00/100 (\$150,000.00)** (the "Not-to-Exceed Amount") for the three-year base term for the satisfactory performance of the Services. Compensation for each Option Year, if exercised, shall be an amount not-to-exceed **Fifty Thousand and 00/100 Dollars (\$50,000.00)** for an aggregate not-to-exceed compensation amount of **Two Hundred Fifty Thousand and 00/100 Dollars** for the base term and both option years, if exercised. Contractor's billing rates shall be in accordance with the unit prices set forth in the Fee Forms attached hereto as Exhibit VIII. It is mutually understood and agreed by the parties that the above agreed upon compensation amount, which includes all reimbursable expenses, is the only compensation provided for in this agreement and there will be no additional costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to this Agreement in accordance with Article 9, Section 9.03, authorizing said additional work or expenses and increasing the not to exceed compensation amount.

#### Section 4.02 Payment

The Contractor shall submit its invoice within ten (10) business days after the end of each month during the term of this Agreement. Invoices shall provide adequate detail to assure compliance to the agreed upon rates. Each invoice shall contain back-up information as required by the CHA, including but not limited to, a brief description of the services provided during the invoice period broken down by building or project identification. Invoices shall identify personnel performing the Services and shall set forth the applicable billing rates. Each invoice must include the name and address of the subject property, and the contract number. The CHA shall not be required to give approval or make payments pursuant to a submitted invoice unless the information required to be included with the invoice, or that has been specifically requested by the CHA, and all the reporting requirements and Deliverables as set forth in this Agreement, or other reasonable and written requests by CHA for additional information, have been met. Invoices shall be directed to: **Chicago Housing Authority, Accounts Payable at [accountspayable@thecha.org](mailto:accountspayable@thecha.org) or uploaded to CHA's specified payment system of record.**

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. Payments shall be made via automated clearing house ("ACH") transfer to Contractor's designated account. 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 Contractor 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.

#### 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 Contractor'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 Contractor 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 Contractor 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 in accordance with the procedure set forth below:

- A. All claims shall be made in writing and submitted to the Deputy Chief of Procurement.
- B. CHA shall, within sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of CHA's decision, notifies CHA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- C. Provided the Contractor has (i) given the notice within the time stated in subparagraph B. above, and (ii) excepted its claim relating to such decision from its final release, and (iii) brought suit against CHA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by CHA that it submit its final pay request and release, whichever is earlier, then CHA's decision shall not be final or conclusive, but the dispute shall be determined on the merits of a court of competent jurisdiction.
- D. Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of CHA.

**ARTICLE 6. RISK MANAGEMENT**

Section 6.01 Insurance

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

Section 6.02 Indemnification

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the CHA, its officers, officials, employees, agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees, including attorney fees, 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 of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of this Agreement and/or the acts and omissions of the Contractor, its agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all the costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

To the extent permissible by law, Contractor waives any limits on Contractor'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 CHA shall have the right, at Contractor's expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor 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 Contractor's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of 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 Contractor to the CHA.
- B. The Contractor'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 Contractor's control;
  - 2. Failure to meet any of the performance standards set forth in this Agreement;
  - 3. Failure to maintain required licenses or certifications required for the performance of the Services.
  - 4. 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;
  - 5. Failure to promptly re-perform within a reasonable time Services or Deliverables that were rejected as erroneous or unsatisfactory;
  - 6. Discontinuance of the Services for reasons or circumstances within the Contractor's control;
  - 7. 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

8. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
  9. Failure to cooperate with the CHA or HUD Inspector General in any investigation, audit, review, inspection or hearing.
- C. Any change in majority ownership or majority control of the Contractor 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 Contractor;
  - E. The consent to an involuntary petition in bankruptcy or the failure of Contractor 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 Contractor 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. Abusive or disruptive behavior on the part of Contractor or Contractor's employees or subcontractors directed at CHA's residents, property managers, or employees in the performance of the Services.
  - H. The Contractor's default under any other agreement it may presently have or may enter into with the CHA during this Agreement. The Contractor 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 Contractor has been provided written notice from CHA of the occurrence of each default, Contractor shall provide a statement setting forth the actions that Contractor has taken and/or proposes to take with respect to curing the default, and an estimated time period within which Contractor anticipates being able to cure the default.

Absent an agreed-upon time frame to cure an event of default, Contractor shall be given thirty (30) calendar days to cure each event of default following CHA's notice. If Contractor fails to cure such default within thirty (30) calendar days after receipt of written notice, or the Contractor has failed to commence and continue diligent efforts to cure such default within thirty (30) days in the event such default cannot be reasonably cured within thirty (30) calendar days after notice, the CHA may, at its sole option, declare the Contractor in default. Whether to declare the Contractor 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 Contractor and such decision shall be final and effective upon the Contractor'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 Contractor'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 Contractor 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 Contractor to continue to provide the Services despite one or more events of default, the Contractor 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 or acquiescence therein 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 Contractor 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 Contractor shall continue to render the services until the effective date of termination. No costs incurred by the Contractor after the effective date of termination shall be allowed. Subject to performance within the requisite performance standards and audits of invoices as set forth above, the CHA shall pay to Contractor on a pro-rata basis, costs incurred for Services rendered through the date of termination. This Section 7.03 is not subject to Article 5 of this Agreement.



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

Section 7.05 No Damages for Delay

The Contractor 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 Contractor'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 Contractor 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 Contractor'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 Contractor 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 Contractor arising out of any other agreements between the CHA and the Contractor or otherwise unrelated to this Agreement. If and when the CHA's claims against the Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the CHA will reimburse the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to any employee of the CHA; and the Contractor 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 Contractor and its subcontractors, if any, are not in default at the time of the execution of this Agreement, or within the last five (5) years, been terminated for default on any contract awarded by the CHA.
- 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 Contractor to enter into this Agreement or has been relied upon by the Contractor.
- E. That the Contractor 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 Contractor acknowledges that the CHA, in its selection of the Contractor to perform the Services hereunder, materially relied upon the Contractor'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 Contractor 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 Contractor has disclosed any and all relevant information to the CHA and the Contractor 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 Contractor 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 Contractor 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 Contractor.

Section 8.02 Joint and Several Liability

In the event that the Contractor, 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 Contractor 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

Contractor 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 attached hereto as Exhibit VII and Contractor's Economic Disclosure Statement are incorporated by reference as if fully set forth herein. Contractor shall at all times be in compliance with the representations contained in its Contractor's Affidavit and its Economic Disclosure Statement and shall disclose any changes to the accuracy of the representations made therein.

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 Contractor 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 Contractor further covenants that during the performance of this Agreement, no person having any such interest shall be employed. Contractor agrees that if the CHA determines that any of Contractor's services for others conflict with the Services that the Contractor is

to render for the CHA under this Agreement; Contractor 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 Contractor 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 Contractor or the Contractor's successor in interest for: (i) any default or breach by the CHA under this Agreement, (ii) any fee due to the Contractor or the Contractor's successor in interest or (iii) any other obligation arising under this Agreement.

#### Section 8.06 Independent Contractor

The Contractor and the CHA recognize that Contractor 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 Contractor's actions. Contractor 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 Contractor for tax or other governmental purposes, with respect to its employees, agents, representatives or subcontractors. Contractor and its employees, representatives, and agents shall not be entitled to receive any employment benefits offered to employees of the CHA including workers' compensation insurance coverage.

### **ARTICLE 9. GENERAL CONDITIONS**

#### Section 9.01 Entire Agreement

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

## Section 9.02 Counterparts

This Agreement may be executed in several identical counterparts, each of which shall be deemed an original and constitute one Agreement binding on the parties hereto. Return of this document by electronic transmission bearing the signature of a party hereto constitutes the execution and acceptance of such party. This agreement may be executed via DocuSign or other electronic signature software, which shall be deemed an original.

## Section 9.03 Amendments

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

Whenever in this Agreement the Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to the Contractor'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 Contractor 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 Contractor 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 Contractor shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 9.05 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 Contractor 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 Contractor agrees that service of process on the Contractor 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 Contractor, or by personal delivery on any managing partner, partners and principals of the Contractor. If the Contractor 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 Contractor agrees at all times to cooperate fully with the CHA and to act in the CHA's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor shall make every effort to ensure an orderly transition to another Contractor, 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) Contractor will immediately deliver to CHA, at no cost to CHA, all books and records maintained by it pursuant to this Agreement and do all that is reasonably necessary to facilitate the orderly transition of the Services;
- (b) Contractor shall be responsible for losses incurred by CHA as a result of Contractor's failure to maintain or provide records required to be maintained under this Agreement.
- (c) Contractor shall use best efforts to transition to any successor company, all contracts or other agreements Contractor entered into under or pursuant to the terms of this Agreement. The responsibility of such transition belongs solely to Contractor and Contractor agrees that it will not attempt to hold the CHA accountable for any contracts or other agreements that Contractor entered into for any reason. Contractor 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 or agreements entered into by Contractor under this Agreement.
- (d) Contractor 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 Contractor's performance in any respect or expressly waives a requirement or condition to either the CHA's or the Contractor'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.

**ARTICLE 10. COMMUNICATION AND NOTICES**

Section 10.01 Communication Between the Parties

All verbal and written communication, including required reports and submissions between the Contractor and the CHA shall be through CHA's Property and Asset Management division, 60 E. Van Buren St., Chicago, IL 60605 when required. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing the U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

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

Greater Illinois Title Company  
120 N. LaSalle Street, Suite 900  
Chicago, Illinois 60602  
Phone: (312) 236-7300  
Fax: (312) 236-0284  
Attention: Greg Kosin  
Greg.Kosin@gitc.com

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.  
Chicago, Illinois 60605  
Attention: Chief Executive Officer

Copy to Chicago Housing Authority  
60 E. Van Buren St.  
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 Contractor's Authority

The signature of the person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including



without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

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

**CHICAGO HOUSING AUTHORITY**

**GREATER ILLINOIS TITLE COMPANY**

DocuSigned by:  
*Sheila Johnson*  
By: \_\_\_\_\_  
02DBAEECFE536465  
Sheila Johnson  
Deputy Chief of Procurement

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

By: \_\_\_\_\_  
Print Name: *GREGORY M. ROSIN*  
Title: *President*