

PARTICIPATION AGREEMENT
BETWEEN
FORWARD COMMUNITIES DEVELOPMENT, LLC
AND
JACOBS PROJECT MANAGEMENT CO.

This Participation Agreement ("**Agreement**") is made and entered into effective as of the 11th day of March, 2024 ("**Effective Date**"), by and between Forward Communities Development, LLC, an Illinois limited liability company with offices at 60 East Van Buren Street, Chicago, IL 60605 (hereinafter referred to as the "**Customer**" or "**FCD**"), and Jacobs Project Management Co., a Delaware Corporation with offices at 525 West Monroe Street, Suite 1600, Chicago, IL 60661 (hereinafter referred to as "**Jacobs**" or "**Vendor**").

WITNESSETH:

WHEREAS, on or about February 1, 2019, the Board of Education of the City of Chicago, a body politic and corporate commonly known as the "Chicago Public Schools" (hereinafter "CPS"), pursuant to an open and competitive solicitation, Specification Number 19-350012 (Program Management Services), awarded a contract to and executed with Vendor that certain Program Management Services Agreement (CPS Contract No. 19-0522- PR16, effective September 1, 2019, hereinafter the "Master Agreement", as originally executed and at any time thereafter amended or supplemented by CPS and Jacobs, which is incorporated herein by reference as Attachment A, authorizing Jacobs to perform and provide program management services for capital construction, improvement and renovation projects in accordance with terms and conditions set forth in the Master Agreement, specifically including those services, tasks and other performance duties identified in Section I of Exhibit A to the Master Agreement;

WHEREAS, FCD, as an affiliated entity of the Chicago Housing Authority, itself an Illinois Municipal Corporation organized and operating under the laws of the State of Illinois, in reliance upon the local government agency participation rights available and in effect under the Master Agreement (Section 30 – Participation by Other Government Agencies), sought and obtained authorization and approval from CPS to participate in the Master Agreement; and

WHEREAS, FCD and the Vendor desire to enter into this Agreement to facilitate the Vendor's provision of program management services for capital construction, improvement and renovation projects in accordance with terms and conditions set forth in the Master Agreement to Customer upon the same generally-prevailing terms, conditions and prices as established in the Master Agreement, except as specifically modified by the terms herein;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF MASTER AGREEMENT.

The purpose of this Agreement is to allow and enable the Customer to obtain the professional property management services, construction management services, owner's representative service services and other integrally-related services and other amenities from Vendor upon the regular and prevailing terms and conditions set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including any and all subsequent amendments thereto.

As required under the Master Agreement, this Agreement shall have no effect (adverse or otherwise) upon the validity, duration or operation of the Master Agreement as between Jacobs and CPS. Furthermore, to fully effectuate the independent performance, operation and administration of this Agreement as a wholly separate agreement from the Master Agreement, this Agreement shall be construed by the Customer and the Vendor, and by any court, tribunal or other entity charged with enforcement or interpretation of this Agreement, harmoniously with the Master Agreement to the fullest extent practicable and with the stated intention of Customer and the Vendor that the each shall be construed to be consistent and harmonious with the other, and no specific conflict shall be implied or construed.

All rights and duties generally applicable to or reserved to CPS under the Master Agreement shall likewise be vested in the Customer for purposes of this Agreement. Furthermore, all rights and duties generally applicable to or reserved to the Vendor under the Master Agreement shall likewise be vested in the Vendor for purposes of this Agreement. Additionally, any material clause or provision set forth in the Master Agreement which has an analogous or equivalent term or provision under law or regulation that would apply to the parties to this Agreement, the equivalent law or provision shall be given full reasonable effect, without intending any material conflict or contradiction with the equivalent or comparable term, condition, law or regulation referenced in the Master Agreement.

2. **TERM AND COMPENSATION.**

The Term of this Agreement is for the period commencing from the Effective Date set forth above through December 31, 2024, or until the Services to be provided under this Agreement are fully completed and accepted, whichever occurs later. FCD shall have the right to renew the Agreement, subject to compliance with applicable rules, regulations or other requirements, for any option or extension term(s) otherwise available to and exercised by CPS under the Master Agreement, and effected in accordance with the terms of the Master Agreement, upon the same prevailing terms and conditions as were in effect as of the expiration of the prior term, except to the extent that pricing for such renewal term has been actually or effectively amended, whether pursuant to the Master Agreement, or pursuant to a pricing amendment mutually agreed to in writing by FCD and the Vendor for such extension term, which shall be no less favorable than any equivalent pricing that may then be in effect under the Master Agreement.

In consideration of the Vendor's performance and provision of the Services, supplies and other related activities herein, FCD shall pay the Vendor compensation in the total not-to-exceed amount of One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00), which amount shall be supplemented by additional contract funding for any FCD-approved project contingencies that are not otherwise part of the Services hereunder in the not-to-exceed amount of Thirty Thousand and 00/100 Dollars (\$30,000.00), resulting in total not-to-exceed compensation in the amount of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00), hereinafter the "Total Compensation").

The Vendor agrees not to perform and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount 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 the Agreement authorizing said additional compensation, supplies or services. The Vendor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the Total Compensation amount.

3. **SCOPE OF SERVICES & STATEMENTS OF WORK**

The Scope of Services for this Participation Agreement shall generally be governed by the terms and conditions set forth in Exhibit A to the Master Agreement, ***provided however***, that the parties may jointly agree in writing to any more specific Statement(s) of Work for a given project, facility or task order, which such jointly executed Statement(s) of Work shall prevail over the general terms and conditions of Exhibit A of the Master Agreement in the event of a conflict to the limited extent of any inconsistency between such documents. Notwithstanding the foregoing, the parties mutually intend that any Statement of Work shall be construed harmoniously to the fullest extent practicable, and no conflict between such documentation shall be implied. Individual Statements of Work under this Participation Agreement shall be incorporated in to this Participation Agreement for purposes of clarity using the designation of Exhibit 1-A, 1-B, and so forth, for any successive Statements of Work agreed to in writing by the parties pursuant to this Participation Agreement.

4. **NOTICES.**

All notices, requests, demands and other communications under this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3)

business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer: Forward Communities Development, LLC
c/o Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Development Officer

with a copy to: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

To Vendor: Jacobs Project Management Co.
525 West Monroe Street, Suite 1600
Chicago, IL 60661

with a copy to: _____

5. **TERMINATION FOR CONVENIENCE.**

Either party may terminate this Agreement for convenience by providing the other party thirty (30) days prior written notice.

6. **INSURANCE.**

Vendor and the FCD agree that Vendor's insurance obligations under the Master Agreement shall apply to this Agreement, and that the FCD shall be named as an "additional insured" to that same extent that CPS is so designated in the Master Agreement.

7. **MBE/WBE/DBE PARTICIPATION/COMPLIANCE.**

Vendor and the FCD agree that Vendor's MBE/WBE/DBE obligations under the Master Agreement shall apply to this Agreement, and that the Vendor's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit 2 and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance under this Agreement. This Section 7 shall not be applied, interpreted or construed to be in excess of or in conflict with Vendor's participation and compliance obligations under the Master Agreement.

8. **BUSINESS DOCUMENTS AND CERTIFICATIONS.**

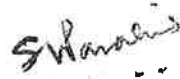
Vendor has provided to the Customer various documentation, certifications and representations, which may include without limitation, evidence of its authority to conduct business in the State of Illinois, such as registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois, Vendor's Affidavit and Vendor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C), as well as its Contractor's Affidavit, which are collectively attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein.


SIGNATURE BLOCK CONTINUES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Customer and Vendor have executed this Agreement as of the Effective Date.


JACOBS PROJECT MANAGEMENT CO.

FORWARD COMMUNITIES DEVELOPMENT, LLC
An Illinois Limited Liability Company

By: 
Name: SANDEEP PARASNIS
Title: VICE PRESIDENT
Date: 04/03/2024

By: **Chicago Housing Authority**
Its Manager

By: Tracey Scott, Chief Executive Officer
Date: _____

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


Ellen Harris (Apr 18, 2024 14:11 CDT)
By: Ellen Harris
Title: Chief Legal Officer