CONTRACT NO. 13286

PROFESSIONAL PROPERTY MANAGEMENT SERVICES AGREEMENT

BETWEEN

CHICAGO HOUSING AUTHORITY

AND

MANAGE CHICAGO, INC.

TABLE OF CONTENTS

| RECITALS | |
|---|----|
| ARTICLE 1. INCORPORATION OF RECITALS AND DEFINITIONS | 1 |
| Section 1.1 Incorporation of Recitals | |
| Section 1.2 Definitions | |
| Section 1.2 Definitions | 1 |
| ARTICLE 2. TERM OF AGREEMENT | |
| Section 2.1 Term of Agreement | 4 |
| Section 2.2 Agreement Extension Options | 4 |
| ARTICLE 3. MANAGER'S DUTIES AND RESPONSIBILITIES | 4 |
| Section 3.1 Standard of Conduct | 4 |
| Section 3.2 Scope of Services and Statement of Work | 5 |
| Section 3.3 Familiarization with Property | 5 |
| Section 3.4 Manager's Internal Controls and Procedures | 5 |
| Section 3.5 Initial Budgets | |
| Section 3.6 Annual Operating Budget | |
| Section 3.7 Books Records, Reporting and Procurement | |
| Section 3.8 Personnel | |
| Section 3.9 Section 3 and M/W/DBE Participation and Requirements | |
| Section 3.10 Training and Certification. | |
| Section 3.11 Non-Discrimination | |
| Section 3.12 Religious Activities | 12 |
| Section 3.13 Drug-Free Workplace | |
| Section 3.14 Management Office | |
| Section 3.15 Compliance with Applicable Laws and Notifications to Owner | |
| Section 3.16 Manager's Duty to Report Litigation | |
| Section 3.17 CHA Inspector General | |
| Section 3.18 Coordination with CHA Resident Services | |
| Section 3.19 Manager's Duty to Comply with CHA Governing Documents | |
| Section 3.20 HUD'S General Conditions for Non-Construction Contracts | |
| Section 3.21 Confidentiality | 14 |
| ARTICLE 4. ESTABLISHMENT OF ACCOUNTS | 15 |
| Section 4.1 Operating and Security Bank Accounts | |
| Section 4.2 Depository Account | 15 |
| Section 4.3 Management of Security Deposit Transactions | |
| ARTICLE 5. DISPUTES | 16 |
| Section 5.1 Disputes | |
| • | |
| ARTICLE 6. RISK MANAGEMENT | |
| Section 6.1 Insurance | |
| Section 6.2 Indemnification of Owner | |
| Section 6.3 Indemnification Procedure | |
| Section 6.4 Survival of Indemnity Obligations | |

| ARTICLE 7. AUDIT RESPONSIBILITIES AND OBLIGATIONS | |
|---|----|
| Section 7.1 Manager's Obligation to Audit | |
| Section 7.2 Owner's Right to Audit | 18 |
| Section 7.3 Correction of Discrepancies | 18 |
| ARTICLE 8. COMPENSATION | 18 |
| Section 8.1 Compensation | 18 |
| Section 8.2 Performance Standards | |
| Section 8.3 Non-Appropriation | |
| | |
| ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION & RIGHT TO OFFSET | 10 |
| Section 9.1 Events of Default Defined | |
| Section 9.2 Default Notice and Remedies | |
| Section 9.2 Default Notice and Remedies Section 9.3 Termination Upon Damage or Sale | |
| Section 9.4 Termination Opon Damage of Sale Section 9.4 Termination for Convenience or Cause | |
| Section 9.5 Termination by Manager | |
| Section 9.6 Effect of Termination | |
| Section 9.7 Duties Upon Termination | |
| Section 9.8 Right to Offset | |
| Section 7.6 Right to Onset | 23 |
| ARTICLE 10. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS | |
| Section 10.1 Warranties, Representations and Covenants | |
| Section 10.2 Joint and Several Liability | |
| Section 10.3 Business Documents and Manager's Affidavit | |
| Section 10.4 Conflict of Interest | |
| Section 10.5 Non-Liability of Public Officials | |
| Section 10.6 Independent Contractor Status. | 26 |
| ARTICLE 11. COMMUNICATION AND NOTICES | 27 |
| Section 11.1 Communication Between the Parties | 27 |
| Section 11.2 Notices. | 27 |
| ARTICLE 12. MISCELLANEOUS PROVISIONS | 28 |
| Section 12.1 Entire Agreement. | 28 |
| Section 12.2 Amendments | 28 |
| Section 12.3 Consent | 29 |
| Section 12.4 Manager's Authority | |
| Section 12.5 Supervision | |
| Section 12.6 Deemed Inclusion | |
| Section 12.7 Severability | |
| Section 12.8 Jurisdiction | |
| Section 12.9 Interpretation | |
| Section 12.10 Successor and Assigns; Assignment | |
| Section 12.11 Cooperation | |
| Section 12.12 Waiver | |
| Section 12.13 Counterparts | |
| Section 12.14 No Third-Party Beneficiaries. | |
| Section 12.15 HUD Disclaimers | 31 |

EXHIBITS

EXHIBIT A: PROPERTY

EXHIBIT B: STATEMENT OF WORK EXHIBIT C: OPERATING BUDGET EXHIBIT D: MANAGEMENT PLAN

EXHIBIT E: CHA GOVERNING DOCUMENTS

EXHIBIT F: REQUIRED REPORTS

EXHIBIT G: SECTION 3 UTILIZATION PLAN (SCHEDULE B) AND

LOI M/W/DBE AND/OR SECTION 3 BUSINESS CONCERN (SCHEDULE C)

EXHIBIT H: ILLINOIS EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EXHIBIT I: HOLIDAY SCHEDULE

EXHIBIT J: GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS; HUD 5370C

EXHIBIT K: INSURANCE REQUIREMENTS EXHIBIT L: PERFORMANCE STANDARDS

EXHIBIT M CONTRACTOR'S AFFIDAVIT; CERTIFICATIONS AND REPRESENTATIONS OF

OFFERORS (HUD-5369-C); AND EQUAL EMPLOYMENT OPPORTUNITY

COMPLIANCE CERTIFICATE

EXHIBIT N: CHA FIXED ASSETS REQUIREMENTS SUMMARY

PROFESSIONAL PROPERTY MANAGEMENT AGREEMENT

This **PROFESSIONAL PROPERTY MANAGEMENT AGREEMENT** (this "Agreement") is made effective as of July 1, 2025, between the **Chicago Housing Authority**, a municipal corporation organized under the laws of the State of Illinois and the Illinois Housing Authorities Act, 310 ILCS 10/1 et. seq (hereinafter "Owner") and Manage Chicago, Inc., an Illinois corporation, with its principal place of business at 7118 South Yates Blvd Chicago, IL 60649 (hereinafter "Manager"). Owner and Manager are hereafter referred to individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, the Chicago Housing Authority ("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;

WHEREAS, on or about May 2, 2025, the CHA issued a partial termination letter for professional property management services with a different property management company removing Horner and Region 2 scattered sites from its portfolio, with all transition work scheduled to be completed by June 30, 2025; and

WHEREAS, before on May 1, 2025 Manager supplied a letter of interest, explaining its ability to provide replacement professional property management services for Horner and Region 2 scattered sites, along with details about its track record of performance as a property management company for other public housing residences; and

WHEREAS, on or about May 2, 2025, the CHA pursuant to HUD Procurement Handbook 7460.8 Rev 2, on an emergency basis, selected Manager as the replacement property management company for Horner and Region 2 scattered sites, as the delay resulting from evaluating and awarding Horner and Region 2 scattered sites via a competitive solicitation process would impair residents' quiet enjoyment of their residences; and

WHEREAS, the parties desire to enter into this Agreement for the provision of professional property management services as fully set forth herein.

NOW THEREFORE, in consideration of the mutual promises hereunder and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS AND DEFINITIONS

Section 1.1 <u>Incorporation of Recitals</u>

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

Section 1.2 Definitions

- (a) "ACC" shall mean the Consolidated Annual Contributions Contract(s), including all relevant amendments, pursuant to which HUD provides funding to the CHA for the administration, management and operation of the Property.
- (b) "Act" shall mean the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.), as amended from time to time, any successor legislation and all implementing regulations issued thereunder or in furtherance thereof.
- (c) "Agreement" shall mean this Private Property Management Agreement for the administration, management and operation of the Property, including (i) all Exhibits attached to it and incorporated by reference; (ii) all existing CHA policies and procedures effective during the term of the Agreement and incorporated by reference; and (iii) all subsequent amendments, modifications or revisions made in accordance with its terms.
- (d) "ACOP" shall mean the latest version of the CHA's Admissions and Continued Occupancy Policy, which is the statement of CHA's policies and procedures relating to the admission of and continued occupancy in its public housing program, as may be amended from time to time.
- (e) "Annual Plan" shall mean the plan prepared annually by the CHA pursuant to the Moving to Work ("MTW") demonstration agreement by and between HUD and the CHA as it may be amended or extended, and in accordance with Section 204 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996, and any successor annual plan prepared in accordance with federal laws.
- (f) "Applicable Public Housing Requirements" shall mean the ACC, the Act, as revised and amended per the MTW agreement, any grants or agreements, the HOPE VI Grant Agreement, HUD notices (including any notices of fund availability under which the Public Housing Authority (PHA) received an award of HOPE VI funds for use in connection with the Property), the declaration of restrictive covenants, other written policies and procedures of HUD, the ACOP, and all pertinent Federal statutes, executive orders and regulatory requirements applicable to public housing, as those requirements may be amended from time to time.
- (g) "Claim" shall have the meaning set forth in Section 6.3 herein.
- (h) "Commencement Date" shall have the meaning set forth in Section 2.1 herein.
- (i) "Corrupt Activity" shall mean the commission, or attempted commission of bribery, theft, fraud, forgery, perjury, dishonesty or deceit under any local, state or federal law, including the conspiracy to engage in any of the aforementioned acts.
- (j) "Deliverables" shall have the meaning set forth in Section 3.7 herein.

- (k) "Depository Account" shall have the meaning set forth in Section 4.2 herein.
- (l) "Fiscal Year" shall mean calendar year unless specifically provided to the contrary herein.
- (m) "Governing Documents" shall mean those documents listed in <u>Exhibit E</u> that detail specific operating and compliance requirements for the Property.
- (n) "HUD" shall mean the United States Department of Housing and Urban Development.
- (o) "Lease" shall mean any lease in which Owner has agreed to lease and a Tenant has agreed to accept a residential dwelling unit of the Property or Non-dwelling unit of the Property identified in the lease in accordance with the terms of the lease.
- (p) "Lease Rider" shall mean a rider, as it may be modified from time to time by the Owner, which must be made part of each Lease as appropriate for tax credit units, Public Housing Units, Non-dwelling units and Section 8 assisted units.
- (q) "Management Fee" shall have the meaning set forth in Section 8.1 herein.
- (r) "Management Plan" shall mean Manager's written description of the manner in which the Property shall be operated that has been approved by the Owner; the Management Plan may be modified from time to time upon written agreement of the Owner and must be strictly adhered to by Manager. The initial Management Plan is attached hereto as Exhibit D.
- (s) "Manager" shall mean the private property management company, authorized by this Agreement to manage the Property described herein.
- (t) "Non-dwelling" shall mean those units approved by CHA and HUD, if necessary, to be used for non-residential purposes.
- (u) "OIG" shall mean the CHA's Office of the Inspector General.
- (v) "Operating Account" shall mean an account established by Owner to disburse funds to Manager to pay the normal and reasonable expenses for the operation and maintenance of the Property.
- (w) "Operating Budget" shall mean the annual operating budget currently approved by the CHA and attached hereto as <u>Exhibit C</u>, and any subsequent operating budget(s) approved by the CHA.
- (x) "Owner" shall mean the Chicago Housing Authority or "CHA."
- (y) "Performance Standards" shall mean the standards or factors the CHA will use in evaluating the performance of Manager under this Agreement including the Public Housing Assessment System ("PHAS") or such other systems as HUD may designate, as set forth in Exhibit M.

- (z) "Personal Property" shall mean the materials, equipment, tools and supplies owned, rented or used by Manager.
- (aa) "Project" or "Property" shall mean, collectively, the buildings, land and improvements, and all appurtenances and equipment located thereon, including all residential dwelling units, as described on and attached hereto as Exhibit A.
- (bb) "Public Housing Units" shall mean the units of public housing at the Property.
- (cc) "Rent" shall mean that monthly amount which Tenant is obligated to pay Owner pursuant to the terms of a Lease.
- (dd) "Request for Proposals" or "RFP" shall mean that certain Request for Proposal No. 3270 dated February 13, 2025.
- (ee) "Services" shall mean the administration, management and operation of the Property and all the work, services, duties and responsibilities described throughout this Agreement and attached as Exhibits and any and all work necessary to complete them in accordance with the performance standards required under this Agreement.
- (ff) "Tenant" shall mean a person, family or entity occupying a unit in a Property pursuant to a Lease.

ARTICLE 2. TERM OF AGREEMENT

Section 2.1 <u>Term of Agreement</u>

The initial term of this Agreement ("Initial Term") is for the period of July 1, 2025 through June 30, 2027, or until the Agreement is terminated in accordance with its terms, whichever occurs first. The Initial Term may be extended pursuant to Section 2.2. The Initial Term, together with any extensions, is referred to herein as the "Term." Manager shall commence performance under this Agreement on the date the Owner issues a notice to proceed ("Commencement Date").

Section 2.2 Agreement Extension Options

The Owner may extend this Agreement for two (2) additional one-year option periods (each an "option period"), subject to the approval of the CHA Board of Commissioners and HUD, to the extent required. Each option period shall only be exercised individually, and prior to the expiration of the Initial Term or then-current option period. Any extension shall be under the same terms and conditions as this original Agreement. Any amendment to the Term of the Agreement, including the exercise of an option period, shall be done in accordance with Section 12.2. In the event the Term of the Agreement expires without a notice of termination or written extension, the Term shall automatically convert to month-to-month; provided, however, that the conversion of the Term under this Section shall not discharge any of Manager's obligations hereunder.

ARTICLE 3. MANAGER'S DUTIES AND RESPONSIBILITIES

Section 3.1 Standard of Conduct

Manager represents that it is experienced in professional management of single family and multifamily real estate properties of a character and nature similar to the Property set forth in <u>Exhibit A</u>. Manager agrees to manage the Property in accordance with the highest professional standards for such properties and in accordance with the Owner approved Management Plan.

Section 3.2 Scope of Services and Statement of Work

Owner's focus shall be to provide oversight and guidance to Manager in coordinating the performance of Services at the Property. Where the overall Services to be performed under this Agreement remain Manager's responsibility, Owner may provide support in certain areas.

For example, Owner may centrally procure certain items to take advantage of economies of scale, but reserves the right to assign specific items to Manager for management and/or procurement, such as:

- (a) Annual UPCS inspection services
- (b) Armed and unarmed security services
- (c) Background screening services
- (d) Extermination services
- (e) Materials and Supplies
- (f) Scavenger services
- (g) Towing Services
- (h) Unit renovations
- (i) Others at CHA's discretion

The Services to be performed by Manager during the Term of the Agreement are more fully described in the Statement of Work set forth in Exhibit B, which is attached hereto and incorporated by reference herein.

Section 3.3 Familiarization with Property

As soon as practicable, Owner will furnish Manager with a complete set of general plans and specifications for the Property, if any, and copies of all guarantees and warranties pertinent to construction and fixtures and equipment for the Property. With the aid of this information and inspection by properly licensed and competent personnel, Manager shall thoroughly familiarize itself with the character, construction, layout, and plans of the Property, including the electrical, heating, plumbing and ventilating systems and all other mechanical equipment in the Property.

Section 3.4 <u>Manager's Internal Controls and Procedures</u>

Manager shall, within thirty (30) days of the Commencement Date, submit internal control procedures and process flow for accounts payable, accounts receivable, month-end closing, procurements and any other item requested by Owner. Manager shall also maintain desk procedures for employees processing financial transactions.

Section 3.5 <u>Initial Budgets</u>

Within thirty (30) days of Owner providing the budget for the Property, Manager shall

review and advise Owner of any modifications deemed necessary for the current operating year and provide Owner with a Management Plan.

Section 3.6 <u>Annual Operating Budget</u>

Manager shall prepare a proposed Operating Budget (See <u>Exhibit C</u>) and Management Plan (See <u>Exhibit D</u>) for each Fiscal Year during the Term of this Agreement and shall submit it to Owner at least one hundred twenty (120) days before the beginning of such Fiscal Year. The proposed Operating Budget for the Property for each Fiscal Year shall be subject to approval by Owner and comply with the CHA Budget Policies and Procedures Manual (See <u>Exhibit E</u>). Owner shall promptly inform Manager of all changes, if any, incorporated in the Operating Budget, and Manager shall make no expenditures in excess of the amounts set forth in the Operating Budget for each category of operation expense itemized without the prior written approval of Owner, except as permitted by Owner for emergency repairs involving manifest danger to persons or property, or that are required to avoid suspension of any Services to the Property.

Section 3.7 Books, Records, Reporting and Procurement

Manager shall use the modified accrual basis of accounting to record its activity in CHA's system(s) of record. Manager shall keep full and adequate books for accounts and such other records reflecting the results of operation of the Property including, without limitation: all contracts, original leases, amendments, extensions and agreements relating to contracts and leases, files, correspondence with Tenants and prospective Tenants, computations of rental adjustments, Tenant income and other records required to verify satisfaction of property requirements, maintenance and preventative maintenance programs, schedules and logs; inventories of Manager's personal property; correspondence with vendors; job descriptions; correspondence with federal, state, county and municipal authorities; brochures and accounts held or maintained. Such books and records shall be stored in electronic form where feasible and maintained in accordance with generally accepted accounting principles and all the terms and conditions of the CHA Records Management Policy (See Exhibit E), and Applicable Public Housing Requirements.

- (a) Manager shall process and record all financial transactions related to the Property into the Owner's designated system of record (i.e. Yardi, SharePoint, Lawson, etc.).
- (b) Manager shall scan and attach all invoices and supporting documents to their respective payables in Owner's designated system of record (i.e., Yardi, Lawson).
- (c) Manager shall use the Private Managers Financial Procedures Manual (See <u>Exhibit</u> <u>E</u>) as a reference guideline but shall not be limited to this policy in processing financial transactions.
- (d) Manager shall be responsible for the issuance of IRS Form 1099's under Manager's corporate tax identification number for payments made to independent contractors under Manager's operation of the Property.

In carrying out its Services, Manager shall prepare data, reports and other Owner-required documents, (collectively "Deliverables"). The Owner, in its sole judgment, reserves the right to reject incomplete Deliverables. Deliverables <u>must</u>: (a) adequately represent the intended level of completion or standard of performance; (b) include relevant information or data as required by

Owner; and (c) include all documents specified in this Agreement and/or those which are reasonably necessary for the purposes for which the Owner entered into this Agreement with Manager. Partial or incomplete Deliverables may be accepted for review only when required for a specific purpose and when consented to in advance by the Owner. Such Deliverables may not be considered as satisfying the requirements of this Agreement, and partial or incomplete Deliverables shall never relieve Manager of its obligations hereunder to submit complete Deliverables.

The reports and submission dates shall be specified by Owner and adhered to by Manager. Such reports include, but are not limited to, the following reporting categories: capital, debt, financial, lease/unit, compliance and audit. A partial listing of required reports is attached as Exhibit F and will be modified, from time to time, at the Owner's sole discretion. The format of the reports will be determined by the Owner, and Manager will utilize Yardi, Lawson or any Owner-designated property management system as required by Owner. Sample copies of the required reporting forms are available through the CHA Property Department, CHA Department of Procurement and Contracts, and the CHA Comptroller's Office.

Manager shall use competitive purchasing procedures pursuant to 2 C.F.R. Part 200, HUD Procurement Handbook 7460.8 REV 2, (Procurement Handbook), CHA's Procurement Policy, 24 C.F.R. Part 135 and to the maximum extent possible, 24 C.F.R. Part 963 for procuring services, supplies, material and equipment for use by Manager in carrying out its responsibilities under this Agreement. The Owner reserves the right to monitor and review all purchases made for the Property for compliance with the requirements of the CHA Department of Procurement and Contracts.

Owner, including its accountants, attorneys and agents and CHA OIG, shall have the right to enter the Management Office to examine or inspect the books and records relating to the operation and maintenance of the Property at any time during the normal business hours. Books and records of the Property shall be stored electronically where feasible, and available at the Management Office or such other location as Manager and Owner may deem appropriate.

Section 3.8 Personnel

All on-site personnel shall be employees or subcontractors of Manager. Manager shall be solely responsible for hiring, supervision and termination of its personnel. Manager shall be solely responsible for paying all personnel and complying with all laws pertaining to employment. Owner shall reimburse Manager for wages, salaries, worker's compensation insurance premiums, social security taxes and other payroll taxes normally paid by employers of on-site personnel, pursuant to the approved Property budget.

It is understood by Manager and Owner that "advances" or "reimbursements" for personnel shall be limited to: a) customary reimbursements for Services provided for the Owner; and b) required Services that Manager does not and cannot render (i.e., temporary relocation costs for residents during emergency, etc.). Manager will not be reimbursed for expenses attributable to personnel who work in Manager's corporate or business office. Manager shall use reasonable care in its pre-employment screening of on-site personnel, which shall include, but not be limited to: fingerprint background checks, employment background checks, criminal background checks and drug testing for each potential new hire. Manager shall notify the Owner promptly of on-site

personnel changes or personnel action. The Owner reserves the right to review and approve Manager's selection of personnel.

Temporary service workers shall be engaged solely for the following positions: (1) Administrative Assistant (including Receptionist) or (2) Janitor C – Helper. The budget allocated for such temporary service workers shall not exceed the originally approved budget for the respective position as outlined in the Manager's operating account. Should additional funding be necessary to support the compensation of a temporary service worker, the Manager is required to obtain prior written approval from the Owner. Before engaging any temporary service worker, the Manager shall present the Owner with a minimum of three (3) quotes from prospective temporary staffing agencies. The duration of any temporary service engagement shall not exceed sixty (60) days without the Owner's prior approval. The Owner will regularly evaluate the performance of temporary service workers and share any concerns with Manager. If Manager decides to permanently hire a temporary service worker from his/her respective staffing agency, all costs or fees associated with such hiring may not be charged to the operating budget.

Section 3.9 <u>Section 3 and M/W/DBE Participation and Requirements</u>

- 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, and Section 3 Business Concerns.
- **B.** CHA's Diversity and Inclusion Contract Requirements are attached hereto as <u>Exhibit G</u>. The Diversity and Inclusion Contract Requirements and Contractor's approved Compliance Utilization Plan (as such may be updated) are incorporated by reference 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 3.10 Training and Certification

Pursuant to 24 C.F.R. §967.1 <u>et. seq.</u> and to the extent applicable, Manager and its subcontractors shall attend CHA and/or HUD sponsored trainings and workshop programs

designed to enhance the skills, safety awareness and capabilities of its employees and subcontractors. Manager shall also be required to annually certify the performance of background checks and completion of training for personnel located at the Property.

Section 3.11 Non-Discrimination

Manager 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. § 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Manager shall particularly remain in compliance at all times with: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000 (e), as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. § 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. § 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, I11. Admin. Code Tit. 44 section 750 Appendix A, which is attached hereto as <u>Exhibit I</u> 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, Manager must furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 3.12 Religious Activities

In connection with the Services to be provided under this Agreement, Manager agrees that it <u>shall not</u>: (a) discriminate against any person on the basis of religion; (b) limit employment or give preference in employment to persons on the basis of religion; (c) discriminate when rendering the Services hereunder against any person on the basis of religion; or (d) limit such Services or give preference to persons on the basis of religion.

Section 3.13 <u>Drug-Free Workplace</u>

Manager and its employees shall comply with the federal Drug Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8106 (1988), as amended, and HUD's implementing regulations thereunder. Further, Manager 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, Manager 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 3.14 Management Office

Manager's Management Office shall be open, at a minimum, during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. unless otherwise approved in writing by Owner. In some instances, the Management Office shall be available on weekends. Manager's Management Office may observe the Holiday Schedule observed by the CHA, which may be modified from time to time (See Exhibit J). In the event of an emergency, the Owner, in its sole

discretion, may require the Management Office to be open, at such times and/or on such dates as specified by Owner.

Manager shall maintain a twenty-four (24) emergency response system. Manager must maintain an after hour answering service staffed by a live person (not recording), prepared to forward emergencies to the assigned maintenance and/or management personnel on a 24-hour basis. The assigned staff must promptly respond to emergencies and notify the Owner of all emergencies and actions taken within seventy-two (72) hours of such event, and in accordance with CHA procedures.

Section 3.15 Compliance with Applicable Laws and Notification to Owner

Manager shall comply fully with all applicable federal, state, county, municipal, and special district laws, statutes, ordinances, rules, regulations and orders relative to the Services, including, but not limited to the marketing, renting, leasing, use, operation, repair and maintenance of the Property, the selection and treatment of Tenants, investigation of credit, collection of rents, disclosure of information to and about Tenants and prospective Tenants, and the eviction of Tenants.

Manager shall at all times observe and comply with all applicable laws, statutes, 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 and all other applicable HUD regulations; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements contained in 2 C.F.R. Part 200, (2014), 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, Manager shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised; and the Mandatory Standards and Policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Illinois Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

Manager shall promptly remedy any violation of any such law, ordinance, rule or regulation which it knows about and shall notify Owner by the end of the next business day after Manager receives written notice of any violation for which Owner may be subject to a penalty. Manager shall furnish whatever information is requested by Owner that would be necessary for Owner to determine whether Manager is acting in compliance with applicable laws and the terms and

conditions of this Agreement.

Section 3.16 Manager's Duty to Report Litigation

Manager shall report promptly to Owner any criminal or civil litigation involving the Property and any such litigation involving Manager and Manager's subcontractors that may result in liability for the Owner. Manager shall not enter into any settlement agreement involving the Property without the consent of the CHA's Office of the General Counsel. Manager shall report promptly to Owner prior to conducting an internal investigation involving the Property, any subcontractor or the Owner that may negatively impact the Owner.

Section 3.17 CHA Inspector General

Manager and its subcontractors shall report, directly and without undue delay, to the CHA's Inspector General, any information concerning conduct by any person which Manager or subcontractor knows or suspects to involve fraud or other Corrupt Activity. Manager's or subcontractor's intentional failure to report Corrupt Activity as required in this Section 3.17 shall constitute an event of default under this Agreement.

It is the duty of Manager and its subcontractors to cooperate with the CHA Inspector General in any investigations, audits, reviews, inspections or hearings undertaken. Premises associated with the Owner or doing business with or on behalf of the Owner shall be made available without undue delay including but not limited to equipment, personnel, books, records (in any form) and paper deemed relevant by the OIG. All of Manager's subcontracts must inform subcontractors of this provision and require agreement and compliance with the same.

Section 3.18 Coordination with CHA Resident Services

Manager and its employees shall have a duty to coordinate with CHA's Resident Services department and its respective programs and supportive services. A Manager's or subcontractor's intentional failure to collaborate with Resident Services on its programming shall constitute an event of default under this Agreement.

Section 3.19 Manager's Duty to Comply with CHA Governing Documents

Manager and its employees shall have a duty to comply with all CH Governing Documents described in Exhibit E, which are incorporated by reference as if fully set forth herein. Failure to comply with any CHA Governing Document as required in this Section 3.19 shall constitute an event of default under this Agreement.

Section 3.20 HUD's General Conditions for Non-Construction Contracts

HUD's General Conditions for Non-Construction Contracts (HUD form 5370-C (1/2014)) ("General Conditions"), are attached hereto as Exhibit K and incorporated by reference as if fully set forth herein. Manager 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 3.21 Confidentiality

Manager agrees that all Deliverables, reports, documents, data or other information prepared or assembled by, or received or encountered by Manager, its employees, agents and subcontractors pursuant to this Agreement shall constitute the confidential information of the Owner ("Confidential Information") and shall be used by Manager, its employees, agents and subcontractors only in connection with the Services provided hereunder. Further, Manager agrees that such Confidential Information shall not be made available to any individual or organization other than the Owner, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the CHA. In the event Manager is presented with a *subpoena* regarding such Confidential Information, which may be in Manager's possession by reason of this Agreement, Manager must immediately give notice to the CHA's Chief Executive Officer and General Counsel 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. Manager, 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. Manager agrees that this Section 3.21 shall survive the termination of the Agreement.

ARTICLE 4. ESTABLISHMENT OF ACCOUNTS

All funds referenced hereunder shall be managed in accordance with the Governing Documents, HUD Cash Management Guidelines and the CHA Finance Division policy and procedures as it relates to property management fiscal activities. Manager agrees and acknowledges that it has a fiduciary obligation to the Owner when performing its fiscal duties on behalf of the Owner.

Section 4.1 Operating and Security Bank Accounts

Owner shall designate the financial institutions for which accounts are established through the HUD General Depository Agreement (See Exhibit E).

Manager shall make all requests for banking products and services through the CHA Treasury Department's designated contact in accordance with the CHA Treasury Department's Private Property Management Banking Procedures (See Exhibit E). The appropriate management approval shall be given by Manager for timely and accurate documentation as it relates to the following, including but not limited to: signature authorizations, electronic banking permissions and internet banking access.

Banking fees associated with the commercially reasonable activities of the property management accounts shall be the responsibility of the Owner. "Excess" banking fees shall be construed as those fees which are generated as a result of Manager's standard of care failure (i.e. writing NSF checks). Excess banking fees and similar charges may be deducted from Management Fees.

The CHA Treasury Department reserves the right to change designated financial institutions or banking services. However, such action will be performed in a manner which will

ensure that the property management operational or financial activities of Manager will not be unreasonably hindered.

Section 4.2 <u>Depository Account</u>

Manager shall establish a "Depository Account" at a reputable financial institution authorized to do business in the State of Illinois, which shall be used for the deposit of all funds received as the Management Fee. The Depository Account shall be under the sole control of Manager.

Section 4.3 Management of Security Deposit Transactions

All transactions relating to security deposits are generated through the Operating Account. This account will be adjusted by the Owner based on Manager's monthly security deposit activity report in accordance with the Private Managers Financial Procedures Manual (See Exhibit E).

ARTICLE 5. DISPUTES

Section 5.1 <u>Disputes</u>

In the event of a dispute between the parties 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 the Deputy Chief Procurement Officer of the CHA's Department of Procurement and Contracts for resolution. His/her decision shall be final and binding, subject to review by a court of competent jurisdiction. The parties agree that this is the sole remedy between the parties and that if review by a court is sought, no additional causes of action may be asserted. These dispute resolution obligations contained in this Agreement shall survive the termination of this Agreement.

In the event of a dispute between Manager and any of its subcontractors, Manager agrees to expeditiously address and seek resolution of the dispute.

ARTICLE 6. RISK MANAGEMENT

Section 6.1 Insurance

Manager agrees to comply with and meet or exceed all of Owner's insurance requirements that are set forth in <u>Exhibit L</u>, which is attached hereto and incorporated by reference as if fully set forth herein.

Section 6.2 Indemnification of Owner

Owner will indemnify and hold Manager harmless from all costs, expenses, damages, suits, losses, and liabilities incurred by or suffered by Manager relative to the Project and/or relative to Manager's management of the Project. Manager shall not be liable for any error of judgment or mistake of fact or law; Manager shall only be liable for its own willful misconduct and gross negligence and then only to the extent not covered by insurance which benefits Owner (regardless of by whom such insurance is procured).

If Manager is ever a party to any litigation or proceeding commenced by a third party in which a claim or allegation is made that Manager (or persons for whom it may be responsible) has violated a contract, acted illegally, been negligent or otherwise committed any wrongdoing through any act or omission then, until such time as final judgment is entered against Manager finding Manager to have engaged in willful misconduct or gross negligence, all costs and expenses of defense including attorney's fees shall be borne solely by Owner. Such costs of defense shall be paid for by Manager using Project revenue or Owner advancing funds from time-to-time as defense costs are incurred. If there is such a final judgment entered against Manager that the Manager has engaged in willful misconduct or gross negligence, all costs associated with the defense associated with this finding shall be reimbursed either to the project fund or directly to the Owner within 10 days of the aforesaid court finding.

Owner and Manager specifically acknowledge and agree that each of the indemnity obligations contained in this Agreement shall survive the expiration or any earlier termination of this Agreement.

Section 6.3 Indemnification Procedure

- (a) Promptly after receipt by an indemnified party of notice of any suit, proceeding, claim, demand or action that falls under the scope of this Article 6 and that the indemnified party intends to seek indemnification therefore (collectively, the "Claim"), such indemnified party will deliver to the indemnifying party a written notice of the Claim and the indemnifying party shall assume the defense thereof with counsel mutually satisfactory to the parties.
- (b) The indemnified party shall reasonably cooperate with the indemnifying party in connection with the defense of the Claim including, without limitation, by making available to the indemnifying party all relevant information material to the defense of the Claim. The indemnified party shall be entitled to participate in the settlement or defense of the Claim and to approve any proposed settlement that would impose any obligation or duty on the indemnified party, which approval may, in the sole discretion of the indemnified party, be withheld. The indemnified party shall have the right to pay or settle any Claim at any time, provided that in such event it waives the right to indemnification therefore by the indemnifying party.
- (c) If the indemnifying party fails to contest the Claim or undertake or approve settlement in good faith and with reasonable diligence, the indemnified party shall thereafter have the right to contest, settle or compromise the Claim in its sole discretion, at the risk and expense of the indemnifying party, and the indemnifying party will thereby waive any claim, defense or argument that the indemnified party's settlement or defense of such Claim is in any respect inadequate or unreasonable.
- (d) If the indemnification provided for in this Article 6 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Claim, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party

as a result of such loss, liability, claim, damage or expense, including reasonable attorneys' fees.

Section 6.4 Survival of Indemnity Obligations

The indemnity obligations outlined in this Section 6 shall survive the termination or expiration of this Agreement.

ARTICLE 7. AUDIT RESPONSIBILITIES AND OBLIGATIONS

Section 7.1 Manager's Obligation to Audit

Manager is required to establish a process for its audit of Tenant files, subject to Owner's approval, which maximizes accuracy in rent calculations and compliance with the Owner's "Perfect File Folder" format as defined in the Property Management Procedural Manual (See Exhibit E). Manager shall inspect 100% of units in accordance with all Applicable Public Housing Requirements. Manager's audit of Tenant files shall not be financed from the Operating Budget.

Section 7.2 Owner's Right to Audit

Owner reserves the right to conduct or to appoint others to conduct examinations, without notification, including but not limited to, the books and records (in any form), equipment and personnel maintained for Owner by Manager and to perform any and all additional audit tests relating to Manager's activities hereunder.

Section 7.3 Correction of Discrepancies

In accordance with Article 9, should Owner or Owner's appointees discover either deficiencies in internal control or errors in record keeping, Manager may be deemed in default of the terms and conditions of the Agreement and shall correct such discrepancies either upon discovery or no more than thirty (30) calendar days from written notice of such discrepancy. Manager shall inform Owner in writing of the action(s) taken to correct such audit discrepancies.

ARTICLE 8. COMPENSATION

Section 8.1 Compensation

The total compensation for this Agreement is comprised of a Management Fee ("Management Fee"). During the base term of the Agreement, the not-to-exceed, aggregate two (2) year base term compensation total is One Million Two Hundred Ninety-Three Thousand Six Hundred Dollars 00/100 (\$1,293,600.00). The first one (1) year option term has a not-to-exceed compensation total of Six Hundred Sixty-Six Thousand Two Hundred Four Dollars and 00/100 (\$666,204.00). The second (1) year option term has a not-to-exceed compensation total of Six Hundred Eighty-Six Thousand One Hundred Ninety-Six Dollars and 00/100 (\$686,196.00). The annual Management Fee shall be paid in twelve equal monthly installments, paid by Owner into a Depository Account held by Manager within 30 days of receipt of invoice.

The Management Fee set forth in Section 8.1 shall be subject to the Performance Standards and Adjustments to Compensation set forth in <u>Exhibit M</u>.

Section 8.3 Non-Appropriation

Funding for this Agreement is subject to (a) availability of Federal funds from HUD, (b) actual receipt of the Owner's operating funds from HUD, and (c) appropriations by the CHA's Board of Commissioners. No payments shall be made or due to Manager under this Agreement beyond those amounts appropriated and budgeted by the Owner to fund payments hereunder.

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION AND RIGHT TO OFFSET

Section 9.1 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 Manager to the Owner.
- (b) Manager'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 resources to ensure the performance of the Services or failure to perform due to a reason or circumstance within Manager's control;
 - 2. Failure to meet any of the performance standards set forth in this Agreement (See Exhibit M);
 - 3. Failure to perform the Services in a manner reasonably satisfactory to the Owner or inability to perform the Services satisfactorily as a result of the occurrence of any event set forth in Section 9.1(d) to 9.1(f);
 - 4. Failure to promptly cure or 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 Manager'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;
 - 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 hearing;

- 9. Failure to report fraud or other Corrupt Activity to the CHA Inspector General.
- (c) Any change in majority ownership control of Manager to a new member who is not currently a member of Manager without the prior written approval of the Owner, for which written approval shall not be unreasonably withheld, conditioned or delayed.
- (d) The filing of a voluntary petition of bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by Manager;
- (e) The consent to an involuntary petition in bankruptcy or the failure by Manager 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 either Owner or Manager a 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 shall continue unstayed and in effect for a period of one hundred twenty (120) consecutive days;
- (g) Manager's default under any other agreement it may presently have or may enter into with the Owner during the Term of this Agreement. Manager acknowledges and agrees that in the event of default under this Agreement the Owner may also declare a default under any such other agreements.

Section 9.2 Default Notice and Remedies

Within five (5) business days after Manager has been provided notice from Owner of the occurrence of each default, Manager shall provide a statement setting forth details of such default, the action(s) that Manager has taken and/or proposes to take with respect to curing the default, and an estimated time period within which Manager will be able to cure the default.

Absent an agreed-upon time frame to cure an event of default, Manager shall be given thirty (30) calendar days to cure each event of default following Owner's notice. If Manager fails to commence, or continue diligent efforts to cure such default, following thirty (30) calendar days, the Owner may, at its sole option, declare Manager in default of this Agreement and/or sanction Manager with fines up to \$1,000 per instance. Minimum Performance Requirements are set forth in Exhibit M.

Whether to declare Manager in default is within the sole discretion of the Owner 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, issuance of sanction and any intention of the Owner to terminate the Agreement, shall be provided to Manager and such decision shall be final and effective upon Manager's receipt of such notice pursuant to Article 11. Upon issuing a default determination notice, the Owner 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 period specified by the Owner.
- (b) The right to pursue any and all remedies, legal and/or equitable, available to the Owner.
- (c) The right to withhold all or any part of Manager's Management Fee 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 Manager non-responsible in future contracts to be awarded by the Owner.
- (e) The right to perform the Services on Manager's behalf, as agent for Manager, either directly or through others, and without waiving Owner's rights under this Agreement at law or in equity, and without releasing.

If the Owner 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 Owner and that if Owner permits Manager to continue providing the Services despite one or more events of default, Manager shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the Owner be considered to have waived or relinquished any of its rights hereunder.

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

Section 9.3 Termination Upon Damage or Sale

This Agreement shall be terminated automatically and immediately upon destruction, condemnation, sale, exchange or other disposition of the Property.

Section 9.4 Termination for Convenience or Cause

The Owner 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 Owner to Manager when the Agreement may be deemed to be no longer in the best interest of the Owner. If the Owner elects to terminate the Agreement in full, all Services to be provided hereunder shall cease at least sixty (60) days after the date written notice was provided, or a date mutually agreed upon between the parties. Manager shall continue to render the Services until the effective date of termination. No cost incurred by Manager 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 Owner shall pay to Manager on a pro-rata basis, cost incurred for Services rendered through the date of termination.

Owner may also terminate this Agreement for cause in the event of a default by Manager. In such event, Manager shall continue to render the Services until the effective date of termination.

No cost incurred by Manager 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 Owner shall pay to Manager on a pro-rata basis, cost incurred for Services rendered through the date of termination. In addition, Owner shall be entitled to any and all other remedies available at law or in equity.

If it should be determined that the Owner has improperly terminated this Agreement for default, such termination shall be deemed to be for the Owner's convenience.

Section 9.5 Termination by Manager

Manager may terminate this Agreement by giving one hundred twenty (120) days written notice to the Owner if the Owner defaults in its obligations under this Agreement. If Manager elects to terminate the Agreement, all services to be performed hereunder shall cease one hundred twenty (120) days after the date of receipt of the notice in accordance with notice provisions of this Agreement, or a date mutually agreed upon between the parties. In no event shall Manager be permitted to abandon the Property or terminate the Services prior to expiration of the notice period.

Section 9.6 Effect of Termination

Upon termination pursuant to this Article 9, Manager and Owner shall have no further duties and obligations to one another, except as otherwise provided in this Agreement. Manager shall turn all books and records, outstanding bills, current receipts and bank accounts (other than the Depository Account), and Tenant ledgers over to Owner immediately. Owner shall pay all accrued Management Fees due to Manager under the Agreement within one hundred twenty (120) days of final termination. Manager shall, on or before the effective termination date, reconcile its Management Fee balance and make any monetary adjustments required by Owner.

Section 9.7 <u>Duties Upon Termination</u>

Upon termination of this Agreement for any reason:

- (a) Manager shall have no further right to act on behalf of Owner or to disburse any of Owner's funds;
- (b) Manager will immediately deliver to Owner, at no cost to Owner, all Books and Records (as herein defined) maintained by it pursuant to this Agreement and do all that is reasonably necessary to facilitate the orderly transition of management of the Property;
- (c) Manager shall render to Owner an accounting of all funds of Owner held by Manager relating to the Property and shall immediately cause such funds to be paid to Owner;
- (d) Manager shall perform all reporting and accounting functions hereunder for the period from the date of the last report or accounting to the date of termination, including year-end IRS Form 1099 processing under its tax identification number; and

- (e) Manager shall be responsible for losses incurred by Owner as a result of Manager's failure to maintain or provide records required to be maintained under this Agreement.
- (f) Manager shall use best efforts to transition to any successor property management company, all contracts, leases or other agreements Manager entered into under or pursuant to the terms of this Agreement. The responsibility of such transition belongs solely to Manager and Manager agrees that it will not attempt to hold the Owner accountable for any contracts, leases or other agreements that Manager entered into for any reason. Manager further accepts responsibility for paying all of Owner's costs, including reasonable attorney's fees, for any action that arises against the Owner regarding the contracts, leases or agreements entered into by Manager under this Agreement.
- (g) Manager shall flow down terms of this Section 9.7 to all of its contracts associated with the Property and shall assure no interruption of Services at the Property.

Section 9.8 Right to Offset

To the extent permitted by applicable law:

- (a) In connection with performance under the Agreement, the Owner may offset any incremental costs and other damages the CHA incurs in any and all of the following circumstances.
 - 1. If the Owner terminates the Agreement for default or pursuant to any other termination right hereunder arising from Manager's performance or non-performance;
 - 2. If the Owner exercises any of its remedies under Section 9.2 of the Agreement;
 - 3. If the Owner has any credits due under any agreement entered into pursuant to the terms of this Agreement or has made any overpayments under the Agreement.

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

(b) Without breaching this Agreement, Owner may set off a portion of the Management Fee due under this Agreement in an amount equal to the amount of any liquidated or unliquidated damages or claims that Owner has against Manager arising out of any other agreements between the parties or otherwise unrelated to this Agreement. If and when the Owner's claims against Manager are finally adjudicated in a court of competent jurisdiction or otherwise resolved, Owner will reimburse Manager to the extent of the amount Owner has offset against this Agreement inconsistently

with the determination or resolution.

ARTICLE 10. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 10.1 Warranties, Representations and Covenants

In connection with the execution of this Agreement, Manager warrants and represents to the Owner:

- (a) That Manager is financially solvent; and that it and each of its employees or agents of any tier is competent to perform the Services required under this Agreement and possesses all licenses required to perform the Services; and that Manager 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 Owner is employed by Manager 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 Owner and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of Manager to any employee of Owner; and Manager 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 Owner.
- (c) That Manager and its subcontractors, if any, are not in default at the time of the execution of this Agreement or determined by the CHA's Department of Procurement and Contracts to have been, within the last five (5) years, in 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 Owner, its officials, officers, agents, or employees, has induced Manager to enter into this Agreement or has been relied upon by Manager.
- (e) That Manager has carefully examined and analyzed the provisions and requirements of this Agreement and that it understands the nature of the Services required;
- (f) That Manager acknowledges that the CHA, in its selection of Manager to perform the Services hereunder, materially relied upon Manager'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 Manager 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 (See <u>Exhibit E</u>) and during the term of the Agreement will not violate the provisions of such laws and policies.

- (h) That Manager has disclosed any and all relevant information to Owner, and Manager 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 Manager is a duly organized and validly existing entity 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 and permits necessary to render the Services required hereunder.
- (j) That Manager 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 Manager.

Section 10.2 Joint and Several Liability

In the event that Manager, 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 Manager shall be the joint and several obligations or undertakings of each individual or other legal entity.

Section 10.3 <u>Business Documents and Manager's Affidavit</u>

Manager shall provide to Owner evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names and certifications of good standing with the Office of the Secretary of the State of Illinois. Manager's Affidavit, Manager's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate are attached hereto as Exhibit N and incorporated by reference as if fully set forth herein. Manager shall at all times comply with, and be in compliance with Manager's Affidavit, Manager's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate.

Section 10.4 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) Manager covenants that it and its employees, or subcontractors, presently have no

interest and shall acquire no interest, direct or indirect, in any other agreement which would conflict in any manner or degree with the performance of the Services hereunder. Manager further covenants that during the performance of this Agreement, no person having any such interest shall be employed. Manager agrees that if the Owner determines that any of Manager's services for others conflict with the Services that Manager is to render for Owner under this Agreement; Manager shall terminate such other services immediately upon Owner's request.

- (c) Additionally, pursuant to the conflict of interest provisions 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 HUD activity, or have an interest in any other 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, Manager 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. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 10.5 Non-Liability of Public Officials

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

Section 10.6 Independent Contractor Status

Manager and the Owner recognize that Manager is an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of the Owner and that the Owner will not incur any liability as the result of Manager's actions. Manager and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors of the Owner and shall not represent to any third party that they are an employee, agent, covenantor, or representative of the Owner. The Owner shall not be obligated to withhold any funds from Manager for tax or other governmental purposes, with respect to its employees, agents, representative or subcontractors. Manager, its employees, representatives, and agents shall not be entitled to receive any employment benefits offered to Owner's employees including workers' compensation insurance coverage.

Under no circumstance shall Manager undertake any action in connection with the Services other than in accordance with the terms of this Agreement. Any directives by a CHA employee contrary to the terms of this Agreement are *ultra vires* as to that CHA employee.

ARTICLE 11. COMMUNICATION AND NOTICES

Section 11.1 Communication Between the Parties

Manager shall meet with Owner upon Owner's written request and shall keep Owner advised of items materially affecting the Property. All verbal and written communication, including required reports and submissions, between Manager and Owner shall be through the CHA's Property Department, 60 E. Van Buren St., 13th Floor, Chicago, IL 60605, or electronic mail, 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 11.2 Notices

All notices, demands and consents, provided for in this Agreement shall be given in writing and shall be deemed received by the addressee (a) on the third day after mailing if mailed by United States certified or registered mail (mail return receipt requested, postage prepaid), or (b) on the day delivered if personally delivered or sent via electronic mail; or (c) one business day after being sent, if sent by overnight mail or overnight courier, or electronic mail, in each case to the parties at the following addresses:

If to Owner: Chicago Housing Authority

60 E. Van Buren Street, 8th Floor

Chicago, Illinois, 60605

Attn: Interim Chief of Property and Asset Management

E-mail: llangston@thecha.org

With a copy to: Chicago Housing Authority

60 E. Van Buren Street, 12th Floor

Chicago, Illinois 60605

Attn: Interim Chief Legal Officer

E-mail: esilas@thecha.org

If to Manager: Manage Chicago, Inc.

7118 South Yates Blvd

Chicago Il 60649

Attn: Christopher Amatore

Title: President

E-mail: chris@managechicago.com

A party may change the above addresses by written notice to the other party.

ARTICLE 12. MISCELLANEOUS PROVISIONS

Section 12.1 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, covenant, 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 12.2 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 Manager and by the Owner or his/her respective designees. Owner shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Whenever in this Agreement Manager is required to obtain prior written approval, the effect of any approval which may be granted pursuant to Manager's request shall be prospective only from the later of the date approval was granted 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 12.3 Consent

Whenever in this Agreement the consent or approval of Manager or Owner is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Such consent shall be in writing and shall be duly executed by an authorized officer or agent for the party granting such consent or approval.

Section 12.4 Manager's Authority

Manager's authority is expressly limited to the provisions contained herein and incorporated herein as they may be amended in writing from time-to-time in accordance with the provisions of this Agreement. Owner expressly withholds from Manager any power or authority to make any structural changes in the Property or to make any other major alterations or additions in or to the Property or fixtures or equipment therein, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers granted to Manager by the terms of this Agreement without the prior written consent of Owner.

Section 12.5 Supervision

In accordance with this Agreement, Manager shall have the right to engage independent contractors to perform duties under this Agreement as Manager deems necessary, but Manager is responsible for supervising the performance of such duties at all times.

Section 12.6 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 its enforcement.

Section 12.7 <u>Severability</u>

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 12.8 <u>Jurisdiction</u>

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois without reference to any conflict of laws principles or rules that would result in the application of the laws of another state. Manager 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. Manager agrees that service of process on Manager 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 Manager, or by personal delivery on any managing partner, partners and principals of Manager. If Manager 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 12.9 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 12.10 Successors and Assigns; Assignment

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 successors, transferees and assigns. Manager shall not assign this Agreement or delegate any of its obligations hereunder without Owner's express written consent, and any attempted assignment or delegation in violation of this Section 12.10 shall be void.

Section 12.11 Cooperation

If any claims, demands, suits, or other legal proceedings which arise out of any of the matters relating to this Agreement be made or instituted by any third party against either Owner or Manager, Owner or Manager shall cooperate with each other in all reasonable respects and shall give to each other all pertinent information and reasonable assistance in the disposition thereof, at its sole expense. Manager agrees at all times to cooperate fully with Owner and to act in Owner's best interests if this Agreement is terminated for any reason, or if it is to expire on its own terms.

Section 12.12 Waiver

Whenever under this Agreement, Owner, by a proper authority, expressly waives Manager's performance in any respect or expressly waives a requirement or condition to either the Owner's or Manager'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 Owner may have waived the performance of a requirement or condition.

Section 12.13 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. 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 12.14 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.15 HUD Disclaimers

(a) Nothing contained in the ACC or this Agreement, nor any act of HUD or the Owner, shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any association

- or relationship involving HUD except between HUD, and the Owner as provided under the terms of the ACC.
- (b) Manager acknowledges that any transfer of public housing funds by Owner to Manager shall not be deemed an assignment of such funds. Manager will not succeed to any rights or benefits of the Owner under the ACC or attain any privileges, authorities, interest, or rights in or under the ACC.
- (c) Manager agrees to ensure that paragraphs (a) and (b) of this Section are inserted into any contract or subcontract involving the use of HUD funds in connection with the Property.

Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this Professional Property Management Services Agreement to be executed and become effective as of July 1, 2025.

| CHICAGO HOUSING AUTHORITY | an Illinois Constation |
|-----------------------------------|------------------------|
| By: Sheila Johnson | By: |
| By: Sheila Johnson Sheila Johnson | Co as A as C |
| Deputy Chief Procurement Officer | Print: |
| | Title: CEO |
| Approved as to Form and Legality | |
| Chicago Housing Authority | |
| Office of the General Counsel | |
| By: Elizabeth Silas | |
| Elizabeth Silas | |
| Interim Chief Legal Officer | |

EXHIBIT A

HENRY HORNER ADDRESS LIST

| Region | Agency Name | Unit Address | Apt# |
|--------|------------------------|------------------|------|
| 2 | | | |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 2A |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 2B |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 2C |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 2D |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 2E |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 2F |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 2G |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 2H |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 2I |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 2J |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 3A |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 3B |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 3C |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 3D |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 3E |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 3F |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 3G |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 3H |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 3I |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 33 |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 4A |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 4B |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 4C |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 4D |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 4E |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 4F |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 4G |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 4H |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 4I |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 43 |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 5A |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 5B |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 5C |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 5D |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 5E |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 5F |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 5G |

HENRY HORNER ADDRESS LIST

| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 5H |
|---|------------------------|------------------|-----|
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 5I |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 53 |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 6A |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 6B |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 6C |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 6D |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 6E |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 6F |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 6G |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 6H |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 61 |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 6J |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 7A |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 7B |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 7C |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 7D |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 7E |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 7F |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 7G |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 7H |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 7I |
| 2 | 093-Horner - Westhaven | 1815 W MONROE ST | 73 |
| 2 | 093-Horner - Westhaven | 1 S LEAVITT ST | 208 |
| 2 | 093-Horner - Westhaven | 1 S LEAVITT ST | 308 |
| 2 | 093-Horner - Westhaven | 2312 W MONROE ST | А |
| 2 | 093-Horner - Westhaven | 2312 W MONROE ST | В |
| 2 | 093-Horner - Westhaven | 2312 W MONROE ST | С |
| 2 | 093-Horner - Westhaven | 2312 W MONROE ST | D |
| 2 | 093-Horner - Westhaven | 2257 W WARREN BL | А |
| 2 | 093-Horner - Westhaven | 2257 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2257 W WARREN BL | С |
| 2 | 093-Horner - Westhaven | 2259 W WARREN BL | А |
| 2 | 093-Horner - Westhaven | 2259 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2305 W WARREN BL | А |
| 2 | 093-Horner - Westhaven | 2305 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2307 W WARREN BL | Α |
| 2 | 093-Horner - Westhaven | 2307 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2307 W WARREN BL | С |

HENRY HORNER ADDRESS LIST

| 2 | 093-Horner - Westhaven | 121 S LEAVITT ST | А |
|---|------------------------|----------------------|---|
| 2 | 093-Horner - Westhaven | 121 S LEAVITT ST | В |
| 2 | 093-Horner - Westhaven | 121 S LEAVITT ST | С |
| 2 | 093-Horner - Westhaven | 2153 W ADAMS ST | А |
| 2 | 093-Horner - Westhaven | 2153 W ADAMS ST | В |
| 2 | 093-Horner - Westhaven | 2242 W MONROE ST | Α |
| 2 | 093-Horner - Westhaven | 2242 W MONROE ST | В |
| 2 | 093-Horner - Westhaven | 2244 W MONROE ST | Α |
| 2 | 093-Horner - Westhaven | 2244 W MONROE ST | В |
| 2 | 093-Horner - Westhaven | 2244 W MONROE ST | С |
| 2 | 093-Horner - Westhaven | 2313 W WARREN BL | Α |
| 2 | 093-Horner - Westhaven | 2313 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2253 W WARREN BL | Α |
| 2 | 093-Horner - Westhaven | 2253 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2253 W WARREN BL | С |
| 2 | 093-Horner - Westhaven | 2311 W WARREN BL | Α |
| 2 | 093-Horner - Westhaven | 2311 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2311 W WARREN BL | С |
| 2 | 093-Horner - Westhaven | 2109 W WARREN BL | А |
| 2 | 093-Horner - Westhaven | 2109 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2109 W WARREN BL | С |
| 2 | 093-Horner - Westhaven | 2256 W WARREN BL | А |
| 2 | 093-Horner - Westhaven | 2256 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2101 W WARREN AV | А |
| 2 | 093-Horner - Westhaven | 2101 W WARREN AV | В |
| 2 | 093-Horner - Westhaven | 2101 W WARREN AV | С |
| 2 | 093-Horner - Westhaven | 2338 W WARREN BL | А |
| 2 | 093-Horner - Westhaven | 2338 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2338 W WARREN BL | С |
| 2 | 093-Horner - Westhaven | 2338 W WARREN BL | D |
| 2 | 093-Horner - Westhaven | 3007 W WASHINGTON BL | |
| 2 | 093-Horner - Westhaven | 3005 W WASHINGTON BL | |
| 2 | 093-Horner - Westhaven | 3013 W WASHINGTON BL | |
| 2 | 093-Horner - Westhaven | 3009 W WASHINGTON BL | |
| 2 | 093-Horner - Westhaven | 2243 W WASHINGTON BL | А |
| 2 | 093-Horner - Westhaven | 2243 W WASHINGTON BL | В |
| 2 | 093-Horner - Westhaven | 2243 W WASHINGTON BL | С |
| 2 | 093-Horner - Westhaven | 3037 W WASHINGTON BL | |
| 2 | 093-Horner - Westhaven | 3039 W WASHINGTON BL | |
| | | | |

| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 1A | |
|---|---|----------------------|---------------|--|
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 1B | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 2A | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 2B | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 3A | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 3B | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 4A | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 4B | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 5A | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 5B | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 6A | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 6B | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 7A | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 7B | |
| 2 | 093-Horner - Westhaven | 1810 W ADAMS ST | 8B | |
| 2 | 093-Horner - Westhaven | 2127 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 2127 W WARREN BL | В | |
| 2 | | | С | |
| 2 | 093-Horner - Westhaven 2127 W WARREN BL | | D | |
| 2 | 093-Horner - Westhaven | 2105 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 2105 W WARREN BL | W WARREN BL B | |
| 2 | 093-Horner - Westhaven | 2105 W WARREN BL | С | |
| 2 | 093-Horner - Westhaven | 2105 W WARREN BL | D | |
| 2 | 093-Horner - Westhaven | 2959 W WARREN BL | | |
| 2 | 093-Horner - Westhaven | 2961 W WARREN BL | | |
| 2 | 093-Horner - Westhaven | 3126 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 3126 W WARREN BL | В | |
| 2 | 093-Horner - Westhaven | 2203 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2203 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2201 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2201 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2201 W WASHINGTON BL | С | |
| 2 | 093-Horner - Westhaven | 2947 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 2947 W WARREN BL | В | |
| 2 | 093-Horner - Westhaven | 2909 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 2909 W WARREN BL | В | |
| 2 | 093-Horner - Westhaven | 3122 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 3122 W WARREN BL | В | |
| 2 | 093-Horner - Westhaven | 2817 W WARREN BL | А | |

| 2 | 093-Horner - Westhaven | 2817 W WARREN BL | В | |
|---|------------------------|----------------------|---|--|
| 2 | 093-Horner - Westhaven | 2671 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 2671 W WARREN BL | В | |
| 2 | 093-Horner - Westhaven | 2673 W WARREN BL | | |
| 2 | 093-Horner - Westhaven | 312 S WHIPPLE ST | А | |
| 2 | 093-Horner - Westhaven | 312 S WHIPPLE ST | В | |
| 2 | 093-Horner - Westhaven | 312 S WHIPPLE ST | С | |
| 2 | 093-Horner - Westhaven | 3021 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 3021 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 3056 W WARREN BL | | |
| 2 | 093-Horner - Westhaven | 2902 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 2902 W WARREN BL | В | |
| 2 | 093-Horner - Westhaven | 2200 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 2200 W WARREN BL | В | |
| 2 | 093-Horner - Westhaven | 2200 W WARREN BL | С | |
| 2 | 093-Horner - Westhaven | 150 S ALBANY AV | Α | |
| 2 | 093-Horner - Westhaven | 150 S ALBANY AV | В | |
| 2 | 093-Horner - Westhaven | 314 S WHIPPLE ST | A | |
| 2 | 093-Horner - Westhaven | 314 S WHIPPLE ST | В | |
| 2 | 093-Horner - Westhaven | 314 S WHIPPLE ST | С | |
| 2 | 093-Horner - Westhaven | 2728 W ADAMS ST | А | |
| 2 | 093-Horner - Westhaven | 2728 W ADAMS ST | В | |
| 2 | 093-Horner - Westhaven | 2728 W ADAMS ST | С | |
| 2 | 093-Horner - Westhaven | 3140 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 3140 W WARREN BL | В | |
| 2 | 093-Horner - Westhaven | 3140 W WARREN BL | С | |
| 2 | 093-Horner - Westhaven | 2851 W MONROE ST | А | |
| 2 | 093-Horner - Westhaven | 2851 W MONROE ST | В | |
| 2 | 093-Horner - Westhaven | 2851 W MONROE ST | С | |
| 2 | 093-Horner - Westhaven | 2928 W ADAMS ST | | |
| 2 | 093-Horner - Westhaven | 2926 W ADAMS ST | | |
| 2 | 093-Horner - Westhaven | 204 S ALBANY AV | А | |
| 2 | 093-Horner - Westhaven | 204 S ALBANY AV | В | |
| 2 | 093-Horner - Westhaven | 204 S ALBANY AV | С | |
| 2 | 093-Horner - Westhaven | 2859 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2859 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2859 W WASHINGTON BL | С | |
| 2 | 093-Horner - Westhaven | 3040 W JACKSON BL | А | |
| 2 | 093-Horner - Westhaven | 3040 W JACKSON BL | В | |

| 2 | 093-Horner - Westhaven | 2951 W WILCOX ST | А | |
|---|------------------------|----------------------|------------------|--|
| 2 | 093-Horner - Westhaven | 2951 W WILCOX ST | В | |
| 2 | 093-Horner - Westhaven | 2951 W WILCOX ST | С | |
| 2 | 093-Horner - Westhaven | 2924 W WILCOX ST | А | |
| 2 | 093-Horner - Westhaven | 2924 W WILCOX ST | В | |
| 2 | 093-Horner - Westhaven | 2924 W WILCOX ST | С | |
| 2 | 093-Horner - Westhaven | 2923 W WILCOX ST | А | |
| 2 | 093-Horner - Westhaven | 2923 W WILCOX ST | В | |
| 2 | 093-Horner - Westhaven | 2923 W WILCOX ST | С | |
| 2 | 093-Horner - Westhaven | 3052 W JACKSON BL | А | |
| 2 | 093-Horner - Westhaven | 3052 W JACKSON BL | В | |
| 2 | 093-Horner - Westhaven | 2850 W WILCOX ST | А | |
| 2 | 093-Horner - Westhaven | 2850 W WILCOX ST | В | |
| 2 | 093-Horner - Westhaven | 2850 W WILCOX ST | С | |
| 2 | 093-Horner - Westhaven | 2822 W ADAMS ST | А | |
| 2 | 093-Horner - Westhaven | 2822 W ADAMS ST | В | |
| 2 | 093-Horner - Westhaven | 325 S FRANCISCO AV | А | |
| 2 | 093-Horner - Westhaven | | | |
| 2 | 093-Horner - Westhaven | 325 S FRANCISCO AV | С | |
| 2 | 093-Horner - Westhaven | 327 S FRANCISCO AV | А | |
| 2 | 093-Horner - Westhaven | 327 S FRANCISCO AV | В | |
| 2 | 093-Horner - Westhaven | 327 S FRANCISCO AV | С | |
| 2 | 093-Horner - Westhaven | 2738 W WILCOX ST | А | |
| 2 | 093-Horner - Westhaven | 2738 W WILCOX ST | В | |
| 2 | 093-Horner - Westhaven | 2738 W WILCOX ST | С | |
| 2 | 093-Horner - Westhaven | 3022 W JACKSON BL | | |
| 2 | 093-Horner - Westhaven | 3020 W JACKSON BL | | |
| 2 | 093-Horner - Westhaven | 2313 W ADAMS ST | | |
| 2 | 093-Horner - Westhaven | 2311 W ADAMS ST | | |
| 2 | 093-Horner - Westhaven | 2115 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 2113 W WARREN BL | А | |
| 2 | 093-Horner - Westhaven | 2115 W WARREN BL | 15 W WARREN BL B | |
| 2 | 093-Horner - Westhaven | 2113 W WARREN BL | В | |
| 2 | 093-Horner - Westhaven | 205 S ALBANY AV | А | |
| 2 | 093-Horner - Westhaven | 205 S ALBANY AV | В | |
| 2 | 093-Horner - Westhaven | 205 S ALBANY AV | С | |
| 2 | 093-Horner - Westhaven | 117 S OAKLEY AV | А | |
| 2 | 093-Horner - Westhaven | 117 S OAKLEY AV | В | |
| 2 | 093-Horner - Westhaven | 2123 W WASHINGTON BL | А | |

| 2 | 093-Horner - Westhaven | 2121 W WASHINGTON BL | А | |
|---|--|----------------------|-----------|--|
| 2 | 093-Horner - Westhaven | 2121 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2123 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2319 W WASHINGTON BL | 2B | |
| 2 | 093-Horner - Westhaven | 2319 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 203 S ALBANY AV | А | |
| 2 | 093-Horner - Westhaven | 203 S ALBANY AV | В | |
| 2 | 093-Horner - Westhaven | 203 S ALBANY AV | С | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 1A | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 1B | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 2A | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 2B | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 3A | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 3B | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 4A | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 4B | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 5A | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 5B | |
| 2 | 2 093-Horner - Westhaven 1820 W ADAMS ST | | 6A | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 6B | |
| 2 | 093-Horner - Westhaven 1820 W ADAMS ST | | 7A | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | AMS ST 7B | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 8A | |
| 2 | 093-Horner - Westhaven | 1820 W ADAMS ST | 8B | |
| 2 | 093-Horner - Westhaven | 2712 W MONROE ST | А | |
| 2 | 093-Horner - Westhaven | 2712 W MONROE ST | В | |
| 2 | 093-Horner - Westhaven | 2712 W MONROE ST | С | |
| 2 | 093-Horner - Westhaven | 314 S RICHMOND ST | А | |
| 2 | 093-Horner - Westhaven | 314 S RICHMOND ST | В | |
| 2 | 093-Horner - Westhaven | 314 S RICHMOND ST | С | |
| 2 | 093-Horner - Westhaven | 126 S SACRAMENTO AV | А | |
| 2 | 093-Horner - Westhaven | 126 S SACRAMENTO AV | В | |
| 2 | 093-Horner - Westhaven | 126 S SACRAMENTO AV | С | |
| 2 | 093-Horner - Westhaven | 19 S HOYNE AV | А | |
| 2 | 093-Horner - Westhaven | 19 S HOYNE AV | В | |
| 2 | 093-Horner - Westhaven | 19 S HOYNE AV | С | |
| 2 | 093-Horner - Westhaven | 19 S HOYNE AV | D | |
| 2 | 093-Horner - Westhaven | 25 S HOYNE AV | А | |
| 2 | 093-Horner - Westhaven | 25 S HOYNE AV | В | |

| 2 | 093-Horner - Westhaven | 2208 W JACKSON BL | 1 | |
|---|------------------------|---------------------------------|----------|--|
| 2 | 093-Horner - Westhaven | 2208 W JACKSON BL | 2 | |
| 2 | 093-Horner - Westhaven | 2210 W JACKSON BL | 1 | |
| 2 | 093-Horner - Westhaven | 2210 W JACKSON BL | 2 | |
| 2 | 093-Horner - Westhaven | 2337 W MONROE ST | А | |
| 2 | 093-Horner - Westhaven | 2337 W MONROE ST | В | |
| 2 | 093-Horner - Westhaven | 45 N OAKLEY AV | А | |
| 2 | 093-Horner - Westhaven | 45 N OAKLEY AV | В | |
| 2 | 093-Horner - Westhaven | 2315 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2315 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2341 W WASHINGTON BL | Α | |
| 2 | 093-Horner - Westhaven | 2341 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2343 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2343 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2106 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2106 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2106 W WASHINGTON BL | С | |
| 2 | | | А | |
| 2 | 093-Horner - Westhaven | esthaven 2112 W WASHINGTON BL B | | |
| 2 | 093-Horner - Westhaven | 2112 W WASHINGTON BL | С | |
| 2 | 093-Horner - Westhaven | 2116 W WASHINGTON BL | TON BL A | |
| 2 | 093-Horner - Westhaven | 2116 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2116 W WASHINGTON BL | С | |
| 2 | 093-Horner - Westhaven | 2224 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2224 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2255 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2255 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2259 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2259 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2307 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2307 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2311 W WASHINGTON BL | А | |
| 2 | 093-Horner - Westhaven | 2311 W WASHINGTON BL | В | |
| 2 | 093-Horner - Westhaven | 2701 W WASHINGTON BL | | |
| 2 | 093-Horner - Westhaven | 2316 W JACKSON BL | #A | |
| 2 | 093-Horner - Westhaven | 2316 W JACKSON BL | В | |
| 2 | 093-Horner - Westhaven | 2316 W JACKSON BL | С | |
| 2 | 093-Horner - Westhaven | 2318 W JACKSON BL | Α | |
| 2 | 093-Horner - Westhaven | 2318 W JACKSON BL | В | |

| 2 | 093-Horner - Westhaven | 2318 W JACKSON BL | С |
|---|------------------------|----------------------|----|
| 2 | 093-Horner - Westhaven | 2115 W ADAMS ST | |
| 2 | 093-Horner - Westhaven | 2237 W WARREN BL | А |
| 2 | 093-Horner - Westhaven | 2237 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2248 W WARREN BL | А |
| 2 | 093-Horner - Westhaven | 2248 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2248 W WARREN BL | С |
| 2 | 093-Horner - Westhaven | 2325 W WASHINGTON BL | Α |
| 2 | 093-Horner - Westhaven | 2325 W WASHINGTON BL | В |
| 2 | 093-Horner - Westhaven | 2325 W WARREN BL | Α |
| 2 | 093-Horner - Westhaven | 2325 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2328 W WARREN BL | Α |
| 2 | 093-Horner - Westhaven | 2328 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2335 W WASHINGTON BL | А |
| 2 | 093-Horner - Westhaven | 2335 W WASHINGTON BL | В |
| 2 | 093-Horner - Westhaven | 2336 W JACKSON BL | Α |
| 2 | 093-Horner - Westhaven | 2336 W JACKSON BL | В |
| 2 | 093-Horner - Westhaven | 2227 W MONROE ST | Α |
| 2 | 093-Horner - Westhaven | 2227 W MONROE ST | В |
| 2 | 093-Horner - Westhaven | 2227 W MONROE ST | С |
| 2 | 093-Horner - Westhaven | 2222 W MONROE ST | #A |
| 2 | 093-Horner - Westhaven | 2222 W MONROE ST | #B |
| 2 | 093-Horner - Westhaven | 2254 W MONROE ST | А |
| 2 | 093-Horner - Westhaven | 2254 W MONROE ST | В |
| 2 | 093-Horner - Westhaven | 2252 W MONROE ST | А |
| 2 | 093-Horner - Westhaven | 2252 W MONROE ST | В |
| 2 | 093-Horner - Westhaven | 2321 W MONROE ST | А |
| 2 | 093-Horner - Westhaven | 2321 W MONROE ST | В |
| 2 | 093-Horner - Westhaven | 2321 W MONROE ST | С |
| 2 | 093-Horner - Westhaven | 2311 W MONROE ST | А |
| 2 | 093-Horner - Westhaven | 2311 W MONROE ST | В |
| 2 | 093-Horner - Westhaven | 2311 W MONROE ST | С |
| 2 | 093-Horner - Westhaven | 2311 W MONROE ST | D |
| 2 | 093-Horner - Westhaven | 2303 W WARREN BL | А |
| 2 | 093-Horner - Westhaven | 2303 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2303 W WARREN BL | С |
| 2 | 093-Horner - Westhaven | 2301 W WARREN BL | А |
| 2 | 093-Horner - Westhaven | 2301 W WARREN BL | В |
| 2 | 093-Horner - Westhaven | 2301 W WARREN BL | С |

| 2 | 093-Horner - Westhaven | 2305 W MONROE ST | Α |
|---|------------------------|------------------|---|
| 2 | 093-Horner - Westhaven | 2305 W MONROE ST | В |
| 2 | 093-Horner - Westhaven | 2305 W MONROE ST | С |
| 2 | 093-Horner - Westhaven | 2305 W MONROE ST | D |

Total 2

EXHIBIT A (cont.)

| Region | Agency Name | Unit Address |
|--------|--------------------------------|-----------------------|
| 2 | | |
| 2 | 182-Region 2 Single Units | 5400 W GRACE |
| 2 | 182-Region 2 Single Units | 5310 W HANSON AV |
| 2 | 182-Region 2 Single Units | 2956 N OAK PARK AVE |
| 2 | 182-Region 2 Single Units | 6373 W HAFT ST |
| 2 | 182-Region 2 Single Units | 7325 W BALMORAL AV |
| 2 | 182-Region 2 Single Units | 4823 N NORMANDY AV |
| 2 | 182-Region 2 Single Units | 6000 N MONTICELLO AV |
| 2 | 182-Region 2 Single Units | 2317 N MANGO AV |
| 2 | 182-Region 2 Single Units | 5048 W GLADYS AV |
| 2 | 182-Region 2 Single Units | 625 N SPRINGFIELD AV |
| 2 | 182-Region 2 Single Units | 849 N ST LOUIS AV |
| 2 | 182-Region 2 Single Units | 4232 W VAN BUREN ST |
| 2 | 182-Region 2 Single Units | 7202 W BALMORAL AV |
| 2 | 182-Region 2 Single Units | 2808 S CHRISTIANA AV |
| 2 | 182-Region 2 Single Units | 3019 S DRAKE AV |
| 2 | 182-Region 2 Single Units | 7754 W HIGGINS AV |
| 2 | 182-Region 2 Single Units | 1822 N KARLOV AV |
| 2 | 182-Region 2 Single Units | 1928 N KARLOV AV |
| 2 | 182-Region 2 Single Units | 1737 N KEDVALE AV |
| 2 | 182-Region 2 Single Units | 4322 N KEDVALE AV |
| 2 | 182-Region 2 Single Units | 1636 N KEELER AV |
| 2 | 182-Region 2 Single Units | 2022 N KEELER AV |
| 2 | 182-Region 2 Single Units | 1645 N KEYSTONE AV |
| 2 | 182-Region 2 Single Units | 1849 N KEYSTONE AV |
| 2 | 182-Region 2 Single Units | 3008 S KILDARE AV |
| 2 | 182-Region 2 Single Units | 6812 W MEDILL AV |
| 2 | 182-Region 2 Single Units | 2350 N SAYRE AV |
| 2 | 182-Region 2 Single Units | 1219 N SPRINGFIELD AV |
| 2 | 182-Region 2 Single Units | 2447 N MONITOR AV |
| 2 | 182-Region 2 Single Units | 2131 N MASON AV |
| 2 | 182-Region 2 Single Units | 2711 N MOODY AV |
| 2 | 182-Region 2 Single Units | 3022 N KENNETH AV |
| 2 | 183-Region 2 Small (2-6) Units | 5219 W GALEWOOD AV |
| 2 | 183-Region 2 Small (2-6) Units | 5225 W GALEWOOD AV |
| 2 | 183-Region 2 Small (2-6) Units | 5243 W GALEWOOD AV |
| 2 | 183-Region 2 Small (2-6) Units | 5237 W GALEWOOD AV |
| 2 | 183-Region 2 Small (2-6) Units | 5348 W HANSON AV |

| 2 | 183-Region 2 Small (2-6) Units | 5356 W HANSON AV |
|---|--------------------------------|----------------------|
| 2 | 183-Region 2 Small (2-6) Units | 2748 S HOMAN AV |
| 2 | 183-Region 2 Small (2-6) Units | 2748 S HOMAN AV |
| 2 | 183-Region 2 Small (2-6) Units | 4848 W WARWICK AV |
| 2 | 183-Region 2 Small (2-6) Units | 4848 W WARWICK AV |
| 2 | 183-Region 2 Small (2-6) Units | 5950 W ADDISON ST |
| 2 | 183-Region 2 Small (2-6) Units | 5950 W ADDISON ST |
| 2 | 183-Region 2 Small (2-6) Units | 4831 W EDDY ST |
| 2 | 183-Region 2 Small (2-6) Units | 4831 W EDDY ST |
| 2 | 183-Region 2 Small (2-6) Units | 4828 W PATTERSON AV |
| 2 | 183-Region 2 Small (2-6) Units | 4828 W PATTERSON AV |
| 2 | 183-Region 2 Small (2-6) Units | 2803 S KEDVALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 2803 S KEDVALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 2803 S KEDVALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 5946 W GUNNISON ST |
| 2 | 183-Region 2 Small (2-6) Units | 5946 W GUNNISON ST |
| 2 | 183-Region 2 Small (2-6) Units | 5946 W GUNNISON ST |
| 2 | 183-Region 2 Small (2-6) Units | 5946 W GUNNISON ST |
| 2 | 183-Region 2 Small (2-6) Units | 5946 W GUNNISON ST |
| 2 | 183-Region 2 Small (2-6) Units | 5946 W GUNNISON ST |
| 2 | 183-Region 2 Small (2-6) Units | 8718 W SUMMERDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 8718 W SUMMERDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 8718 W SUMMERDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 8718 W SUMMERDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 8718 W SUMMERDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 8718 W SUMMERDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 5427 N NORTHWEST HWY |
| 2 | 183-Region 2 Small (2-6) Units | 5427 N NORTHWEST HWY |
| 2 | 183-Region 2 Small (2-6) Units | 6635 N OLMSTED AV |
| 2 | 183-Region 2 Small (2-6) Units | 6635 N OLMSTED AV |
| 2 | 183-Region 2 Small (2-6) Units | 6635 N OLMSTED AV |
| 2 | 183-Region 2 Small (2-6) Units | 7125 W FOSTER PI |
| 2 | 183-Region 2 Small (2-6) Units | 7125 W FOSTER AV |
| 2 | 183-Region 2 Small (2-6) Units | 7125 W FOSTER PI |
| 2 | 183-Region 2 Small (2-6) Units | 5616 N CENTRAL AV |
| 2 | 183-Region 2 Small (2-6) Units | 5616 N CENTRAL AV |
| 2 | 183-Region 2 Small (2-6) Units | 1313 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1313 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1220 S LAWNDALE AV |

| 2 | 183-Region 2 Small (2-6) Units | 1220 S LAWNDALE AV |
|---|--------------------------------|--------------------|
| 2 | 183-Region 2 Small (2-6) Units | 3534 W 12TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 3534 W 12TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 1223 S LAWNDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1223 S LAWNDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1225 S LAWNDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1225 S LAWNDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 2038 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2038 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2038 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 4047 N LAVERGNE AV |
| 2 | 183-Region 2 Small (2-6) Units | 4047 N LAVERGNE AV |
| 2 | 183-Region 2 Small (2-6) Units | 130A S LEAVITT ST |
| 2 | 183-Region 2 Small (2-6) Units | 132B S LEAVITT ST |
| 2 | 183-Region 2 Small (2-6) Units | 132C S LEAVITT ST |
| 2 | 183-Region 2 Small (2-6) Units | 132A S LEAVITT ST |
| 2 | 183-Region 2 Small (2-6) Units | 130C S LEAVITT ST |
| 2 | 183-Region 2 Small (2-6) Units | 130 S LEAVITT ST |
| 2 | 183-Region 2 Small (2-6) Units | 2134 N MENARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2134 N MENARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 223 S OAKLEY AV |
| 2 | 183-Region 2 Small (2-6) Units | 225 S OAKELY AV |
| 2 | 183-Region 2 Small (2-6) Units | 2115 S MARSHALL BL |
| 2 | 183-Region 2 Small (2-6) Units | 2117 S MARSHALL BL |
| 2 | 183-Region 2 Small (2-6) Units | 2115 S MARSHALL BL |
| 2 | 183-Region 2 Small (2-6) Units | 2117 S MARSHALL BL |
| 2 | 183-Region 2 Small (2-6) Units | 2115 S MARSHALL BL |
| 2 | 183-Region 2 Small (2-6) Units | 2117 S MARSHALL BL |
| 2 | 183-Region 2 Small (2-6) Units | 2603 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2603 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2603 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2603 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2603 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2603 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2607 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2607 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2607 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2607 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2607 N HARLEM AVE |

| 2 | 183-Region 2 Small (2-6) Units | 2607 N HARLEM AVE |
|---|--------------------------------|------------------------|
| 2 | 183-Region 2 Small (2-6) Units | 2611 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2611 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2611 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2611 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2611 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2611 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2617 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2617 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2617 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2617 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2617 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2617 N HARLEM AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2305 W 21ST ST |
| 2 | 183-Region 2 Small (2-6) Units | 2303 W 21ST ST |
| 2 | 183-Region 2 Small (2-6) Units | 4959 W BELLE PLAINE AV |
| 2 | 183-Region 2 Small (2-6) Units | 4959 W BELLE PLAINE AV |
| 2 | 183-Region 2 Small (2-6) Units | 4959 W BELLE PLAINE AV |
| 2 | 183-Region 2 Small (2-6) Units | 4959 W BELLE PLAINE AV |
| 2 | 183-Region 2 Small (2-6) Units | 8558 W CATALPA AV |
| 2 | 183-Region 2 Small (2-6) Units | 8558 W CATALPA AV |
| 2 | 183-Region 2 Small (2-6) Units | 8558 W CATALPA AV |
| 2 | 183-Region 2 Small (2-6) Units | 8558 W CATALPA AV |
| 2 | 183-Region 2 Small (2-6) Units | 8558 W CATALPA AV |
| 2 | 183-Region 2 Small (2-6) Units | 8558 W CATALPA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1231 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1231 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1231 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1231 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1231 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1231 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1500 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1500 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1500 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1500 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1500 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1500 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2216 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2216 S CHRISTIANA AV |

| 2 | 183-Region 2 Small (2-6) Units | 2216 S CHRISTIANA AV |
|---|--------------------------------|--------------------------|
| 2 | 183-Region 2 Small (2-6) Units | 2216 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2216 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2216 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 4842 W CONCORD PL |
| 2 | 183-Region 2 Small (2-6) Units | 4844 W CONCORD PL |
| 2 | 183-Region 2 Small (2-6) Units | 4844 W CONCORD PL |
| 2 | 183-Region 2 Small (2-6) Units | 4842 W CONCORD PL |
| 2 | 183-Region 2 Small (2-6) Units | 5148 W CORNELIA AV |
| 2 | 183-Region 2 Small (2-6) Units | 5146 W CORNELIA AV |
| 2 | 183-Region 2 Small (2-6) Units | 5146 W CORNELIA AV |
| 2 | 183-Region 2 Small (2-6) Units | 5148 W CORNELIA AV |
| 2 | 183-Region 2 Small (2-6) Units | 5148 W CORNELIA AV |
| 2 | 183-Region 2 Small (2-6) Units | 4735 W DICKENS AV |
| 2 | 183-Region 2 Small (2-6) Units | 4735 W DICKENS AV |
| 2 | 183-Region 2 Small (2-6) Units | 3653 W DOUGLAS BL |
| 2 | 183-Region 2 Small (2-6) Units | 3653 W DOUGLAS BL |
| 2 | 183-Region 2 Small (2-6) Units | 1009 N DRAKE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1009 N DRAKE AV |
| 2 | 183-Region 2 Small (2-6) Units | 16 S HAMLIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 16 S HAMLIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 16 S HAMLIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 1415 S HARDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 1415 S HARDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 1415 S HARDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 1415 S HARDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 1415 S HARDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 1415 S HARDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 737 S INDEPENDENCE BL |
| 2 | 183-Region 2 Small (2-6) Units | 735 S INDEPENDENCE BL |
| 2 | 183-Region 2 Small (2-6) Units | 735 S INDEPENDENCE BL |
| 2 | 183-Region 2 Small (2-6) Units | 737 S INDEPENDENCE BL |
| 2 | 183-Region 2 Small (2-6) Units | 735 S INDEPENDENCE BL |
| 2 | 183-Region 2 Small (2-6) Units | 737 S INDEPENDENCE BL |
| 2 | 183-Region 2 Small (2-6) Units | 1309 S INDEPENDENCE BLVD |
| 2 | 183-Region 2 Small (2-6) Units | 1309 S INDEPENDENCE BLVD |
| 2 | 183-Region 2 Small (2-6) Units | 1309 S INDEPENDENCE BLVD |
| 2 | 183-Region 2 Small (2-6) Units | 1309 S INDEPENDENCE BLVD |
| 2 | 183-Region 2 Small (2-6) Units | 1309 S INDEPENDENCE BLVD |

| 2 | 183-Region 2 Small (2-6) Units | 1309 S INDEPENDENCE BLVD |
|---|--------------------------------|--------------------------|
| 2 | 183-Region 2 Small (2-6) Units | 2258 W JACKSON BL |
| 2 | 183-Region 2 Small (2-6) Units | 2254A W JACKSON BL |
| 2 | 183-Region 2 Small (2-6) Units | 2254B W JACKSON BL |
| 2 | 183-Region 2 Small (2-6) Units | 2256 W JACKSON BL |
| 2 | 183-Region 2 Small (2-6) Units | 2902 N KENOSHA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2900 N KENOSHA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2900 N KENOSHA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2902 N KENOSHA AV |
| 2 | 183-Region 2 Small (2-6) Units | 4623 N KEYSTONE AV |
| 2 | 183-Region 2 Small (2-6) Units | 4621 N KEYSTONE AV |
| 2 | 183-Region 2 Small (2-6) Units | 4621 N KEYSTONE AV |
| 2 | 183-Region 2 Small (2-6) Units | 4623 N KEYSTONE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1751 N LECLAIRE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1751 N LECLAIRE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1751 N LECLAIRE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1753 N LECLAIRE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1751 N LECLAIRE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1753 N LECLAIRE AV |
| 2 | 183-Region 2 Small (2-6) Units | 219 N LONG AV |
| 2 | 183-Region 2 Small (2-6) Units | 221 N LONG AV |
| 2 | 183-Region 2 Small (2-6) Units | 219 N LONG AV |
| 2 | 183-Region 2 Small (2-6) Units | 221 N LONG AV |
| 2 | 183-Region 2 Small (2-6) Units | 219 N LONG AV |
| 2 | 183-Region 2 Small (2-6) Units | 221 N LONG AV |
| 2 | 183-Region 2 Small (2-6) Units | 1847 N LOWELL AV |
| 2 | 183-Region 2 Small (2-6) Units | 1847 N LOWELL AV |
| 2 | 183-Region 2 Small (2-6) Units | 223 N MAYFIELD AV |
| 2 | 183-Region 2 Small (2-6) Units | 225 N MAYFIELD AV |
| 2 | 183-Region 2 Small (2-6) Units | 223 N MAYFIELD AV |
| 2 | 183-Region 2 Small (2-6) Units | 225 N MAYFIELD AV |
| 2 | 183-Region 2 Small (2-6) Units | 223 N MAYFIELD AV |
| 2 | 183-Region 2 Small (2-6) Units | 225 N MAYFIELD AV |
| 2 | 183-Region 2 Small (2-6) Units | 5030 W MONTANA ST |
| 2 | 183-Region 2 Small (2-6) Units | 5030 W MONTANA ST |
| 2 | 183-Region 2 Small (2-6) Units | 120 N MOZART ST |
| 2 | 183-Region 2 Small (2-6) Units | 120 N MOZART ST |
| 2 | 183-Region 2 Small (2-6) Units | 120 N MOZART ST |
| 2 | 183-Region 2 Small (2-6) Units | 2525 N NEVA AV |

| 2 | 183-Region 2 Small (2-6) Units | 2525 N NEVA AV |
|---|--------------------------------|----------------------|
| 2 | 183-Region 2 Small (2-6) Units | 2525 N NEVA AV |
| 2 | 183-Region 2 Small (2-6) Units | 5200 W OAKDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 5204 W OAKDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 5200 W OAKDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 5204 W OAKDALE AV |
| 2 | 183-Region 2 Small (2-6) Units | 2108 S OAKLEY AV |
| 2 | 183-Region 2 Small (2-6) Units | 2104 S OAKLEY AV |
| 2 | 183-Region 2 Small (2-6) Units | 2106 S OAKLEY AV |
| 2 | 183-Region 2 Small (2-6) Units | 4821 W PALMER ST |
| 2 | 183-Region 2 Small (2-6) Units | 4821 W PALMER ST |
| 2 | 183-Region 2 Small (2-6) Units | 3300 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3300 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3300 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3300 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3300 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3300 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3308 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3308 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3308 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3308 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3308 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 3308 W POLK ST |
| 2 | 183-Region 2 Small (2-6) Units | 2020 N PULASKI RD |
| 2 | 183-Region 2 Small (2-6) Units | 2020 N PULASKI RD |
| 2 | 183-Region 2 Small (2-6) Units | 1407 S SPAULDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 1403 S SPAULDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 1403 S SPAULDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 1407 S SPAULDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 1254 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 1254 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 1254 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 1254 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 1254 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 1254 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2930 W WASHINGTON BL |
| 2 | 183-Region 2 Small (2-6) Units | 2930 W WASHINGTON BL |
| 2 | 183-Region 2 Small (2-6) Units | 2930 W WASHINGTON BL |
| 2 | 183-Region 2 Small (2-6) Units | 1751 W 17TH ST |

| 2 | 183-Region 2 Small (2-6) Units | 1751 W 17TH ST |
|---|--------------------------------|----------------|
| 2 | 183-Region 2 Small (2-6) Units | 1751 W 17TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2059 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2059 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2059 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2227 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2227 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2227 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2252 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2252 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2252 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2235 W 18TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2235 W 18TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2235 W 18TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2243 W 18TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2243 W 18TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2243 W 18TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2301 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2301 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2301 W 18TH PL |
| 2 | 183-Region 2 Small (2-6) Units | 2130 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2130 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2130 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2122 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2122 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2122 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2226 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2226 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2226 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2230 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2230 W 19TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2614 W 21ST PL |
| 2 | 183-Region 2 Small (2-6) Units | 2614 W 21ST PL |
| 2 | 183-Region 2 Small (2-6) Units | 2614 W 21ST PL |
| 2 | 183-Region 2 Small (2-6) Units | 2820 W 22ND PL |
| 2 | 183-Region 2 Small (2-6) Units | 2820 W 22ND PL |
| 2 | 183-Region 2 Small (2-6) Units | 2820 W 22ND PL |
| 2 | 183-Region 2 Small (2-6) Units | 2638 W 23RD PL |
| 2 | 183-Region 2 Small (2-6) Units | 2638 W 23RD PL |

| 2 | 183-Region 2 Small (2-6) Units | 2638 W 23RD PL |
|---|--------------------------------|------------------------|
| 2 | 183-Region 2 Small (2-6) Units | 3241 W 23RD ST |
| 2 | 183-Region 2 Small (2-6) Units | 3241 W 23RD ST |
| 2 | 183-Region 2 Small (2-6) Units | 3241 W 23RD ST |
| 2 | 183-Region 2 Small (2-6) Units | 2934 W 25TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2934 W 25TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2934 W 25TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 4220 W 25TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 4220 W 25TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2257 S ALBANY AV |
| 2 | 183-Region 2 Small (2-6) Units | 2257 S ALBANY AV |
| 2 | 183-Region 2 Small (2-6) Units | 2257 S ALBANY AV |
| 2 | 183-Region 2 Small (2-6) Units | 2536 S ALBANY AV |
| 2 | 183-Region 2 Small (2-6) Units | 2536 S ALBANY AV |
| 2 | 183-Region 2 Small (2-6) Units | 2536 S ALBANY AV |
| 2 | 183-Region 2 Small (2-6) Units | 1607 S ALLPORT ST |
| 2 | 183-Region 2 Small (2-6) Units | 1607 S ALLPORT ST |
| 2 | 183-Region 2 Small (2-6) Units | 1607 S ALLPORT ST |
| 2 | 183-Region 2 Small (2-6) Units | 2159 N AUSTIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 2159 N AUSTIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 7873 W CAHILL TER |
| 2 | 183-Region 2 Small (2-6) Units | 7873 W CAHILL TER |
| 2 | 183-Region 2 Small (2-6) Units | 7873 W CAHILL TER |
| 2 | 183-Region 2 Small (2-6) Units | 2244 S CENTRAL PARK AV |
| 2 | 183-Region 2 Small (2-6) Units | 2244 S CENTRAL PARK AV |
| 2 | 183-Region 2 Small (2-6) Units | 2244 S CENTRAL PARK AV |
| 2 | 183-Region 2 Small (2-6) Units | 2246 S CENTRAL PARK AV |
| 2 | 183-Region 2 Small (2-6) Units | 2246 S CENTRAL PARK AV |
| 2 | 183-Region 2 Small (2-6) Units | 2246 S CENTRAL PARK AV |
| 2 | 183-Region 2 Small (2-6) Units | 2250 S CENTRAL PARK AV |
| 2 | 183-Region 2 Small (2-6) Units | 2250 S CENTRAL PARK AV |
| 2 | 183-Region 2 Small (2-6) Units | 2250 S CENTRAL PARK AV |
| 2 | 183-Region 2 Small (2-6) Units | 2241 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2241 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2241 S CHRISTIANA AV |
| 2 | 183-Region 2 Small (2-6) Units | 1023 W CULLERTON ST |
| 2 | 183-Region 2 Small (2-6) Units | 1023 W CULLERTON ST |
| 2 | 183-Region 2 Small (2-6) Units | 2121 S FAIRFIELD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2121 S FAIRFIELD AV |

| 2 | 183-Region 2 Small (2-6) Units | 2121 S FAIRFIELD AV |
|---|--------------------------------|------------------------|
| 2 | 183-Region 2 Small (2-6) Units | 2442 S FRANCISCO AV |
| 2 | 183-Region 2 Small (2-6) Units | 2442 S FRANCISCO AV |
| 2 | 183-Region 2 Small (2-6) Units | 2442 S FRANCISCO AV |
| 2 | 183-Region 2 Small (2-6) Units | 6057 W FULLERTON AV |
| 2 | 183-Region 2 Small (2-6) Units | 6057 W FULLERTON AV |
| 2 | 183-Region 2 Small (2-6) Units | 6057 W FULLERTON AV |
| 2 | 183-Region 2 Small (2-6) Units | 2412 S HARDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 2412 S HARDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 2412 S HARDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 1919 N KEYSTONE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1919 N KEYSTONE AV |
| 2 | 183-Region 2 Small (2-6) Units | 1615 S LOOMIS ST |
| 2 | 183-Region 2 Small (2-6) Units | 1615 S LOOMIS ST |
| 2 | 183-Region 2 Small (2-6) Units | 1615 S LOOMIS ST |
| 2 | 183-Region 2 Small (2-6) Units | 2454 N MARMORA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2454 N MARMORA AV |
| 2 | 183-Region 2 Small (2-6) Units | 2309 S MARSHALL BL |
| 2 | 183-Region 2 Small (2-6) Units | 2309 S MARSHALL BL |
| 2 | 183-Region 2 Small (2-6) Units | 2309 S MARSHALL BL |
| 2 | 183-Region 2 Small (2-6) Units | 1903 S MAY ST |
| 2 | 183-Region 2 Small (2-6) Units | 1903 S MAY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2328 N MERRIMAC AV |
| 2 | 183-Region 2 Small (2-6) Units | 2328 N MERRIMAC AV |
| 2 | 183-Region 2 Small (2-6) Units | 2436 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2436 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2436 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2436 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2436 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2436 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 5230 W MONTROSE AV |
| 2 | 183-Region 2 Small (2-6) Units | 5230 W MONTROSE AV |
| 2 | 183-Region 2 Small (2-6) Units | 2128 N MOODY AV |
| 2 | 183-Region 2 Small (2-6) Units | 2128 N MOODY AV |
| 2 | 183-Region 2 Small (2-6) Units | 3344 N NARRAGANSETT AV |
| 2 | 183-Region 2 Small (2-6) Units | 3344 N NARRAGANSETT AV |
| 2 | 183-Region 2 Small (2-6) Units | 3344 N NARRAGANSETT AV |
| 2 | 183-Region 2 Small (2-6) Units | 4511 W PARKER AV |
| 2 | 183-Region 2 Small (2-6) Units | 4511 W PARKER AV |

| 2 | 183-Region 2 Small (2-6) Units | 4513 W PARKER AV |
|---|--------------------------------|-----------------------|
| 2 | 183-Region 2 Small (2-6) Units | 4513 W PARKER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2314 S SAWYER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2314 S SAWYER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2314 S SAWYER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2315 S SAWYER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2315 S SAWYER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2315 S SAWYER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2338 S SAWYER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2338 S SAWYER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2338 S SAWYER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2511 S SPAULDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 2511 S SPAULDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 2511 S SPAULDING AV |
| 2 | 183-Region 2 Small (2-6) Units | 2401 S SPRINGFIELD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2401 S SPRINGFIELD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2401 S SPRINGFIELD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2228 S ST LOUIS AV |
| 2 | 183-Region 2 Small (2-6) Units | 2228 S ST LOUIS AV |
| 2 | 183-Region 2 Small (2-6) Units | 2228 S ST LOUIS AV |
| 2 | 183-Region 2 Small (2-6) Units | 2321 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2321 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2321 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2358 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2358 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2358 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2442 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2442 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2442 S TROY ST |
| 2 | 183-Region 2 Small (2-6) Units | 2712 S KOLIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 2712 S KOLIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 2734 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2734 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2734 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2819 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2819 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 2819 S MILLARD AV |
| 2 | 183-Region 2 Small (2-6) Units | 3221 S KARLOV AV |
| 2 | 183-Region 2 Small (2-6) Units | 3221 S KARLOV AV |

| 2 | 183-Region 2 Small (2-6) Units | 2737 N MERRIMAC AV |
|---|--------------------------------|---------------------|
| 2 | 183-Region 2 Small (2-6) Units | 2737 N MERRIMAC AV |
| 2 | 183-Region 2 Small (2-6) Units | 2737 N MERRIMAC AVE |
| 2 | 183-Region 2 Small (2-6) Units | 2830 N AUSTIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 2830 N AUSTIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 2937 N AUSTIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 2937 N AUSTIN AV |
| 2 | 183-Region 2 Small (2-6) Units | 2652 S KARLOV AV |
| 2 | 183-Region 2 Small (2-6) Units | 2652 S KARLOV AV |
| 2 | 183-Region 2 Small (2-6) Units | 2828 S DRAKE AV |
| 2 | 183-Region 2 Small (2-6) Units | 2828 S DRAKE AV |
| 2 | 183-Region 2 Small (2-6) Units | 3526 N LOWELL AV |
| 2 | 183-Region 2 Small (2-6) Units | 3526 N LOWELL AV |
| 2 | 183-Region 2 Small (2-6) Units | 2315 N MEADE AV |
| 2 | 183-Region 2 Small (2-6) Units | 2315 N MEADE AV |
| 2 | 183-Region 2 Small (2-6) Units | 5321 W FOSTER AV |
| 2 | 183-Region 2 Small (2-6) Units | 5321 W FOSTER AV |
| 2 | 183-Region 2 Small (2-6) Units | 2135 W WARREN BL |
| 2 | 183-Region 2 Small (2-6) Units | 2135 W WARREN BL |
| 2 | 183-Region 2 Small (2-6) Units | 2135 W WARREN BL |
| 2 | 183-Region 2 Small (2-6) Units | 2135 W WARREN BL |
| 2 | 183-Region 2 Small (2-6) Units | 2135 W WARREN BL |
| 2 | 183-Region 2 Small (2-6) Units | 2135 W WARREN BL |
| 2 | 183-Region 2 Small (2-6) Units | 3657 W DOUGLAS BL |
| 2 | 183-Region 2 Small (2-6) Units | 3657 W DOUGLAS BL |
| 2 | 183-Region 2 Small (2-6) Units | 1122 W 17TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 1122 W 17TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 1122 W 17TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 1122 W 17TH ST |
| 2 | 183-Region 2 Small (2-6) Units | 2941 N NATCHEZ AV |
| 2 | 183-Region 2 Small (2-6) Units | 2941 N NATCHEZ AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |

| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
|---|--------------------------------|-----------------|
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1950 W DEVON AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7163 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7163 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7163 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7163 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7163 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7163 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7163 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7163 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7163 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7169 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7169 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7169 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7169 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7169 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7169 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7169 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7169 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 7169 W GRAND AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 2121 W 18TH PL |
| 2 | 184-Region 2 Medium(7-49) Unit | 2121 W 18TH PL |
| 2 | 184-Region 2 Medium(7-49) Unit | 2121 W 18TH PL |
| 2 | 184-Region 2 Medium(7-49) Unit | 2121 W 18TH PL |
| 2 | 184-Region 2 Medium(7-49) Unit | 2121 W 18TH PL |
| 2 | 184-Region 2 Medium(7-49) Unit | 2121 W 18TH PL |
| 2 | 184-Region 2 Medium(7-49) Unit | 2121 W 18TH PL |
| 2 | 184-Region 2 Medium(7-49) Unit | 2121 W 18TH PL |

| 2 | 184-Region 2 Medium(7-49) Unit | 2121 W 18TH PL |
|---|--------------------------------|----------------------|
| 2 | 184-Region 2 Medium(7-49) Unit | 2121 W 18TH PL |
| 2 | 184-Region 2 Medium(7-49) Unit | 3647 W 5TH AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 3647 W 5TH AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 3647 W 5TH AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 3647 W 5TH AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 3647 W 5TH AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 3647 W 5TH AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 3647 W 5TH AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 3647 W 5TH AV |
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| 2 | 184-Region 2 Medium(7-49) Unit | 3647 W 5TH AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 3640 W CONGRESS PKWY |
| 2 | 184-Region 2 Medium(7-49) Unit | 3640 W CONGRESS PKWY |
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| 2 | 184-Region 2 Medium(7-49) Unit | 3650 W CONGRESS PKWY |
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| 2 | 184-Region 2 Medium(7-49) Unit | 3650 W CONGRESS PKWY |
| 2 | 184-Region 2 Medium(7-49) Unit | 1312 S HARDING AV |

| 2 | 184-Region 2 Medium(7-49) Unit | 1316 S HARDING AV |
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| 2 | 184-Region 2 Medium(7-49) Unit | 1312 S HARDING AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1316 S HARDING AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1314 S HARDING AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1314 S HARDING AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1312 S HARDING AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1316 S HARDING AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1312 S HARDING AV |
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| 2 | 184-Region 2 Medium(7-49) Unit | 1314 S HARDING AV |
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| 2 | 184-Region 2 Medium(7-49) Unit | 1314 S HARDING AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1314 S HARDING AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1408 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1414 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1408 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1414 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1404 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1410 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1404 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1410 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1408 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1414 S HOMAN AV |
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| 2 | 184-Region 2 Medium(7-49) Unit | 1404 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1410 S HOMAN AV |

| 2 | 184-Region 2 Medium(7-49) Unit | 1404 S HOMAN AV |
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| 2 | 184-Region 2 Medium(7-49) Unit | 1410 S HOMAN AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1323 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1329 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1323 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1329 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1325 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1325 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1323 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1329 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1323 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1329 S KEDZIE AV |
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| 2 | 184-Region 2 Medium(7-49) Unit | 1329 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1325 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1325 S KEDZIE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 132 N PINE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 132 N PINE AV |
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| 2 | 184-Region 2 Medium(7-49) Unit | 132 N PINE AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1318 S SAWYER AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1318 S SAWYER AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1316 S SAWYER AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1318 S SAWYER AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1318 S SAWYER AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1316 S SAWYER AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1318 S SAWYER AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1318 S SAWYER AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 1316 S SAWYER AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 25 N MAYFIELD AV |
| 2 | 184-Region 2 Medium(7-49) Unit | 25 N MAYFIELD AV |

| 2 | 184-Region 2 Medium(7-49) Unit | 25 N MAYFIELD AV |
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| 2 | 184-Region 2 Medium(7-49) Unit | 25 N MAYFIELD AV |
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Total 2

EXHIBIT B

STATEMENT OF WORK

Owner's focus shall provide oversight of and guidance to Manager in its performance of Services at the Property. Manager shall perform the following Services in accordance with the terms set forth in this Agreement.

1. Occupancy Administration:

- a. **Leasing** Manager is responsible for the marketing and leasing of available units in accordance with the Administration and Continued Occupancy Policy ("ACOP") and is expected to maintain occupancy at or above 98%. To view the ACOP visit https://www.thecha.org/about/plans-reports-and-policies.
- b. **Tenant Re-examination** Manager shall perform a complete re-examination of Tenant households in a timely manner and in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and the ACOP.
- c. Lease Enforcement Manager shall enforce the CHA Residential Lease in accordance with the ACOP.

2. Building Operations and Maintenance:

- a. Preventive Maintenance and Work Orders (Emergency and Non-Emergency)

 Manager must adhere to the CHA's Work Order Policy and perform necessary maintenance and repairs promptly while being courteous to CHA residents.
- b. Long Term Maintenance/Replacement/Capital Needs Planning Manager must prepare and maintain long term maintenance, replacement and capital needs plans and schedules, as well as oversee any needed construction, in coordination with the CHA.
- c. **Unit Turns** Manager shall be responsible for unit turns and completing the work within 30 days of a unit becoming vacant. Manager shall utilize Section 3 Business Concerns for unit turn work.
- d. **Fixed Assets** Manager shall be responsible for the proper care of and accounting for all of Owner's fixed assets (See Exhibit O).
- e. **Section 3 Business Concern Preference** Whenever feasible, Manager should utilize Section 3 business concerns in furtherance of the compliance goals set forth in Section 3.9 of this Agreement.
- f. **Green Operations and Maintenance** Manager is encouraged to use green operations and maintenance innovations for the Property, where feasible, including implementing a CHA approved plan for water conservation and implementing and maintaining a green purchasing policy which considers and improves indoor air quality.
- g. **Code Violations** Manager must respond appropriately to all notices from the City of Chicago and other governmental entities regarding the condition of the Property, including engaging legal counsel, at Manager's sole expense, to represent the interests of the CHA in any administrative hearings or court actions. Manager

- agrees to submit monthly updates on the status of its defense of the code violations and provide proof of payment to the appropriate government agency that issued the citation or notice of violation.
- h. **Fines, Penalties and Late Fees** Manager is responsible for the payment of all fines and penalties assessed against the Property. These payments may not be charged against the property budget.
- i. **Management Plan** Manager shall prepare an annual Management Plan for each Property which will provide for clear and consistent communication with residents and be submitted for approval by the CHA.
- j. **Technology and Systems** Manager must utilize CHA's Yardi and Lawson software (or designated system of record that Owner may implement) to manage and track all relevant information of units, applicants, residents, properties, budgets and expenses. Manager must also use CHA's preferred compliance tracking software (B2G now and LCP Tracker). Manager may use other standard business software (e.g., Microsoft Outlook, Word, Excel, Access) for its electronic storage and communication of files with Owner.
- k. **Other Administrative Requirements** Manager shall adhere to a variety of other administrative requirements, such as:
 - i. Provide support during internal and external audits;
 - ii. Run and submit reports to CHA on as-needed/on-going basis. Take appropriate corrective actions;
 - iii. Maintain appropriate office hours. The required hours of operation for each property are 8 am to 5 pm, Monday Friday, except for holidays observed by CHA. Manager must hold some evening and weekend hours each month to accommodate working residents; and
 - iv. Manager shall maintain a twenty-four (24) emergency response system. Manager must maintain an after hour answering service staffed by a live person (not recording), prepared to forward emergencies to the assigned maintenance and/or management personnel on a 24-hour basis. The assigned staff must promptly respond to emergencies and immediately notify the Owner. Manager shall further report the emergencies, actions taken and any abatement procedures to Owner within twenty-four (24) hours of such event, and in accordance with CHA procedures.

3. **Property Inspections:**

Inspections – Manager must prepare for and participate in any required inspections of the Property. In addition, Manager is expected to document all observable deficiencies, resident infractions, repairs and other matters that require work orders to be generated. Manager shall at all times comply with the Private Property Management Procedural Manual.

4. Safety and Emergency Response:

a. **Safety and Security** – Manager will coordinate with CHA's Safety and Security and Emergency Services teams as well as the Chicago Police Department, Chicago Alternative Policing Strategy ("CAPS") and the Chicago Fire Department.

- b. **Risk Management** Manager must ensure its employees are following safety procedures, correcting unsafe conditions, filing incident reports for insurance purposes, and taking necessary steps to minimize risk and exposure.
- c. **Emergency Relocation** Manager shall secure emergency hotel accommodations for residents if their unit(s) becomes uninhabitable. Additionally, Manager shall budget for advancing payment of such accommodations upfront, in accordance with any hotel policies.

5. Resident File Management:

File Retention – Manager will adhere to the CHA Records Management Policy and all applicable federal (i.e., HUD), state and local laws, statutes, policies, ordinances, rules, regulations and executive orders.

Files are required to be maintained in the management office or CHA's electronic file management system, as applicable. All files shall be maintained in an organized manner, in accordance with all HUD and other applicable requirements, and must be kept current and secure. Manager shall scan paper copies of files into electronic records, organize them in CHA's file management system, and cooperate with CHA and its assigns, if any, to ensure efficient and effective access to CHA files and records remotely. At a minimum, Manager's files shall be maintained on the following:

- a. Resident files;
- b. Procurement/Compliance files;
- c. Work order files, including UPCS inspections;
- d. Inventory files; and
- e. Preventive Maintenance/Warranty files.

6. Customer Service and Satisfaction:

- **a.** Customer Service Manager should provide customer service communication with integrity that is clear, consistent, transparent and respectful for the interactions with a diverse resident population:
 - i. Manager should incorporate the following customer service components into its business practice: Accountability, Timeliness, Internal Controls, Organization Standards, Professionalism, Recruitment and Retention of Professional Personnel, Collaboration;
 - ii. Manager must utilize CHA's Language Access Plan to provide multilingual services to CHA residents with Limited English Proficiency ["LEP"] visit https://www.thecha.org/help/language-assistance;
 - iii. Manager should monitor internal customer service through appropriate evaluations;
 - iv. Manager must perform random audits of Tenant files in CHA's System(s) to ensure proper implementation of CHA's policies, advisories and HUD PIH-Notices and regulations;
 - v. Manager should ensure seamless and courteous services to internal and external customers;

- vi. Manager must designate a Language Access Liaison to ensure appropriate implementation of CHA's Language Access Policy in every building; and
- vii. Manager may utilize CHA's Community Alliance partners to coordinate marketing and outreach activities for hard-to-reach populations.
- **b.** Community Engagement Manager will foster crucial partnerships and expand education opportunities for CHA clients through community engagement, and the FamilyWorks provider for residents living in family properties including:
 - i. Solidify CHA's reputation as a reliable and accessible resource in the community;
 - ii. Develop new and beneficial partnerships that engage participants and neighbors solidifying CHA's presence in the City of Chicago communities; and
 - iii. Conduct wellness checks to provide assistance when needed.
- **c.** Coordination with Appropriate Services Manager shall work with social services via the Resident Service Coordination Program which will link CHA Senior residents to the social services and opportunities necessary to maintain a stable and high quality of life.
- **d. Quality Control** Manager shall implement a quality control program ("QC") designed to assure quality in the services being provided. The QC program should also include procedures for an internal audit of Manager's own processes to be conducted and reported to the CHA.
- **e.** Wellness Checks Manager must perform wellness checks in accordance with CHA procedures, and any local ordinances.

7. Rent Collection:

Manager must collect at least 98% of the total monthly rent due, while diligently working toward 100% collection.

8. Compliance:

Regulatory and Legal Compliance – Manager shall comply fully with all federal, state, county, municipal, and special district laws, ordinances, rules, regulations, orders, consent decrees, voluntary compliance agreements and settlement agreements, as they relate to Manager's performance of duties in this Statement of Work.

9. Financial Reporting:

Manager must perform its fiscal responsibilities for sound financial management and adhere to Generally Accepted Accounting Principles in record keeping and reporting. Manager must establish controls and follow best practices and procedures for budgeting, spending, incurring personnel and property maintenance costs, Tenant collections and deposits, Tenant ledger maintenance, reconciliation and reporting.

10. **E-Banking Solutions:**

Subject to Owner's consent, Manager may utilize commercial industry standard e-banking platforms, including remote deposit, positive pay, account reconcilement and other applications including ACH and wire transfer.

11. Procurements:

Manager shall be responsible for Procurements up to \$200,000. Any procurements above \$200,000 must be routed through the CHA Department of Procurement and Contracts for handling. All procurements must follow the requirements outlined in Section 3.7 of this Agreement, the Private Managers Financial Procedures Manual (See Exhibit E) and Required Reports (See Exhibit F). Manager shall utilize along with its supplier list, the CHA Section 3 Business Concern portal to obtain potential vendors for quoting/solicitation purposes.

- a. All services shall be performed in conformance with the RFP, Management Plan and Governing Documents, as they may be modified from time to time by the Owner and upon appropriate written notice to Manager of those modifications, and other direction that the Owner may provide from time to time.
- b. CHA currently centrally procures the following services:
 - i. Security;
 - ii. Scavenger;
 - iii. UPCS Inspections;
 - iv. Elevator Maintenance and Repair;
 - v. Elevator Inspections;
 - vi. Background Screening Services;
 - vii. Towing Services;
 - viii. Extermination Services; and
 - ix. Materials and Supplies.
- c. While CHA may centrally procure services, the PPM may have management responsibilities of some centrally procured services, as determined by CHA.

EXHIBIT C OPERATING BUDGET

EXHIBIT D MANAGEMENT PLAN

EXHIBIT E

CHA GOVERNING DOCUMENTS

- 1. Admissions and Continued Occupancy Policies ("ACOP") (2020)
- 2. Non-dwelling Policy and Procedure (2009)
- 3. Request for Proposal (if language conflicts with other Governing Documents, the Governing Documents shall prevail) (2020)
- 4. The CHA Residential Lease Agreement (Parts 1 and 2) (2020)
- 5. Lease Riders (If Applicable)
- 6. Non-dwelling Lease Agreement (2007)
- 7. Community Space Policy (2005)
- 8. CHA Grievance Procedure (2014)
- 9. Private Property Management Procedural Manual (2020)
- 10. CHA Records Management Policy (2014)
- 11. Chicago Housing Authority Moving to Work ("MTW") Annual Plan (2015)
- 12. CHA Reasonable Accommodation Policy and Procedures (2011)
- 13. Private Managers Financial Procedures Manual (2020)
- 14. CHA Communications Equipment Policy (2003)
- 15. CHA Ethics Policy (2020)
- 16. CHA Language Access Policy and Procedures (2018)
- 17. UPCS Inspections Checklist (2020)
- 18. Horner Consent Decree (1995)
- 19. Cabrini Consent Decree (2000, as amended)
- 20. CHA Treasury/Private Property Management Banking Procedures (2020)
- 21. CHA Budget Policies and Procedures Manual
- 22. HUD Procurement Handbook (2019)

- 23. CHA Procurement Procedures Manual (2019)
- 24. CHA Procurement Policy (2015)
- 25. CHA General Business Expense Policy (2011)
- 26. CHA Information Security Policy (2016)
- 27. Gautreaux Orders (2019)
- 28. CHA Travel Policy (2017)
- 29. General Depository Agreement (HUD 51999) (2020)
- 30. CHA Social Security Number Protection Policy (2018)

In the event of any conflict among the foregoing Governing Documents with regard to the Public Housing Units, the Applicable Public Housing Requirements shall, in all instances, be controlling. CHA reserves the right to adopt successor documents to the above-referenced Governing Documents and notify Manager of its compliance requirements with any such successor document without amendment.

EXHIBIT F

REQUIRED REPORTS

- 1. Monthly Procurement and Compliance Log
- 2. Financial Reports
- 3. Monthly reports for deposits of the Tenant collections and electronic Tenant deposits (rents, security deposits and other Tenant billings)
- 4. Monthly reconciliation of bank deposits to Yardi receipts, with a focus on undeposited collections and bank deposits not credited by bank, by property and bank accounts;
- 5. Monthly reconciliation of security deposit transactions processed to bank deposits for the month and for the ending Tenant security deposit ledger;
- 6. Monthly security deposit Activity Transfer Requests;
- 7. Reports of all expenses incurred but not submitted (unprocessed expenditure documents) in accordance with the established monthly General Ledger closing timelines; and
- 8. Reports regarding compliance in accordance with Section 3.7 and Exhibit G of this Agreement.

EXHIBIT G

SECTION 3 UTILIZATION PLAN (SCHEDULE B) AND LOI M/W/DBE AND/OR SECTION 3 BUSINESS CONCERN (SCHEDULE C)

| | | | | | | DEPAF | RTMENT | OF PROCU | JMEI | NT AND CON | TRACTS | | | | |
|--|---|-----------------------------------|-----------|-------------------|---|---------------------------------------|---------------------------------------|---|------------|---------------------------------|--------------------------|------------------------------|---------------------------|--------------|-----------------------------|
| | | | | | | | | UTILIZAT | ION P | LAN | | | | | |
| eason for UP: | , | | | | Original Cor | | | | | | | | | | |
| pec. No. (RFP/IFB): | New Contract Horner-Westhaven & Region 2 | | | | | ontract Value: | \$ | \$ 1,293,600.00 \$ 1,293,600.00 | | | | | MODIFICATIONS/ AMENDMENTS | | |
| ontract No.: | Non-Compete Exigency | | | | | | | | | Modification No. | Dollar Value | Modification No. | | Dollar | Value |
| | | | | | Current Modification/ Amendment No.: | | | | | | | | | | |
| ontract Description: | Horner- | Westhave | en & Regi | | | dification/ Amu | endment | | | | | | | | |
| endor Name: | Horner-Westhaven & Region 2 Manage Chicago Inc | | | | Current Modification/ Amendment Value: | | | | | | | | | | |
| endor Ethnicity: | Caucasian | | | | Purchase Order No.: | | | | | | | | | | |
| | Property Asset Management | | | | Purchase Order Value: Total Payment to Date | | | | | | | | | | |
| ption Year roject Manager: | | | | | | ract Start and E | nd Date: | 7/2025-6/2027 | , | | | | | | |
| | Tamiko Casteel | | | | Length of Contract Term: | | | 2 years | | | | | | | |
| ompliance Specialist: | Bridgette Steels | | | | Option Year Being Exercised: | | | | | | Total Modification Valu | e: \$ | | | |
| | | | | | | | MBE/ | WBE/DBE L | ITILIZ | ATION PLAN | | | | | |
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| | | ame ** | | Participa tion | M/W/D BE | Original M/ | W/DBE 1 | Total M/W/DBE | | urrent M/W/DBE | Contract | Utilization | | | Work to be |
| MBE/WBE/DBE Contractor N | Name | * / | Gender | <u> </u> | <u> </u> | Contract \ | /alue M | Modification Value | | Contract Value | Percentage | Value to Date | Start Date | End Date | Performed |
| ojas Landscape | | н | Male | Indirect | MBE | \$ 129 | 9,360.00 \$ | _ | \$ | 129,360.00 | 10.00% | | Jul-25 | Jun-27 | Landscaping / Sn Removal |
| | | | | | | | | | | | | | | | Roofing, Porches |
| IDC Economic Developer Corp | - | AA | Male | Direct | MBE | \$ 129 | 9,360.00 \$ | = | \$ | 129,360.00 | 10.00% | | Jul-25 | Jun-27 | General Const |
| | | | - | | | | | | | | | | | | |
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| | | | | | Totals: | \$ 258 | 3,720.00 \$ | - | \$ | 258,720.00 | 20.00% \$ | - | | | |
| M/W/DBE REQUIREMENTS | | | | M/W/D | BE COMMITN | VIENT | | | | M/W/DBE ACTU | JALS | | | | |
| Dollars | <u></u> | 1BE Comm | nitmont | ė | Dollars | s 258,720.00 | Percentag 20.00% | | Actuals: | Dolla | rs Per | centage M/W | /DBE LIQUID | ATED DAMA | GES/SURPLUS |
| 258,720.00 | | /BE Comm | | | | 238,720.00 | 0.00% | | Actuals: | | - | (Calcul | ation is base | d on achieve | ments to date) |
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| 20% | | | Total: | \$ | | 258,720.00 | 20.00% | | Total: | \$ | - 1 | 0.00% \$ | | | (258,720 |
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| | | | | | | | | | | SUBCONTRACTING | | _ | | | |
| ection 3 Business Name | | S3 Cert Participation Status Type | | | Original S3B Total S3 Contract Value Modification | | Total S3B | | | Percentage of Total Contract | Utilization to Date | Percentage of Achievement | Start Date | End Date | Work to be Performed |
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| ADC Economic Developer Corp | - | % CHA R | Dir | rect | \$ 38, | ,808.00 \$ | - | \$ 38 | ,808.00 | 3.00% | | | Jul-25 | Jun-27 | General Const |
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EXHIBIT H

ILLINOIS EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY MANAGEMENT

SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES CHAPTER X: DEPARTMENT OF HUMAN RIGHTS PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of Manager's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, Manager may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, Manager agrees as follows:

- That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Manager's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with Manager in his or her efforts to

- comply with the Act and this Part, Manager will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, Manager will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, Manager will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

EXHIBIT I

2025 HOLIDAY SCHEDULE

HOLIDAY

New Year's Day

Martin Luther King Jr. Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Juneteenth Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Before Thanksgiving (Day)

Thanksgiving Day

Day-After Thanksgiving

Christmas Eve (1/2 Day)

Christmas Day

New Year's Eve (½ Day)

DAY OF OBSERVANCE

Wednesday, January 1, 2025

Monday, January 20, 2025

Wednesday, February 12, 2025

Monday, February 17, 2025

Monday, May 26, 2025

Thursday, June 19, 2025

Friday, July 4, 2025

Monday, September 1, 2025

Monday, October 13, 2025

Tuesday, November 11, 2025

Wednesday, November 26, 2025

Thursday, November 27, 2025

Friday, November 28, 2025

Wednesday, December 24, 2025

Thursday, December 25, 2025

Wednesday, December 31, 2024

EXHIBIT J

GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS HUD FORM 5370-C

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (without maintenance) greater than \$250,000 use Section I;
- Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- Maintenance contracts (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from
 - the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA 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 the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The 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 the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

- product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.
- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action. "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency' includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,
 - continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
 - (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
 - (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
 - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
 - (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
 - (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
 - (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (i) Any reasonable payment to a person, other than an officer or employee of a

- person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
 - (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any emplo yee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that appli cants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall in dude, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisement s for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employ ment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation inform ation of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have acces s to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the emplo yer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representat ive of workers with which it has a collective bargaining agreement or oth er contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports re quired by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rule s, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exe mpted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/ seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any e mployee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applican t for employment is qualified. The [contractor/seller] agrees to take aff irmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i.Recruitment, advertising, and job application procedures; ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring; iii.Rates of pay or any other form of compensation and chan ges in compensation;

iv. Job assignments, job classifications, organizational struct ures, position descriptions, lines of progression, and seniority lists:

v.Leaves of absence, sick leave, or any other leave;

vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including app renticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix. Any other term, condition, or privilege of employment.

- 2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

- materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

EXHIBIT K

INSURANCE REQUIREMENTS

Prior to the commencement of this Agreement, Manager agrees to procure and maintain at all times during the Term of this Agreement, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of Manager, its officers, officials, subcontractors, joint venturers, partners, agents or employees. The insurance carriers used by Manager must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A- VII. The insurance provided shall cover all operations under the Agreement, whether performed by Manager or by its subcontractor, joint venturers, partners, agents, officers or employees. Proof of coverage shall be submitted to CHA in the form of a properly executed Certificate of Insurance and all applicable policy endorsements. The non-submission of this proof, or submission of proof that is not in compliance with Manager's obligations under this Agreement does not constitute a modification of the requirements of this Agreement, nor does it constitute approval of Manager's insurance policy or terms that not compliant with this Agreement, nor a waiver of CHA's rights, including, to seek compliance with Manager's obligations under the Agreement.

The CHA has established an owner-controlled insurance program called the Property Managers' Insurance Program, (PMIP). The program consists of general liability insurance policies and a self-insured retention (SIR) layer to protect the CHA and its Property Managers against operational risks associated with the management of the residential developments. General Liability claims reported under the PMIP will be administered by CHA's third-party administrator under the direction of CHA Risk Management.

General Liability Insurance coverage afforded under the PMIP is provided for the property management firms solely with respect to those activities which fall within the scope of their duties under the Professional Property Management Agreement.

Independent of the general liability policy procured pursuant to the PMIP, Manager is required to maintain, throughout the Term of the Agreement, at Manager's expense, the following coverages identified below, which are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement and in no way warrant the sufficiency of the protection needed by the Manager.

Professional Liability Insurance

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$5,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claimsmade policy which is not renewed or replaced must have an extended reporting period of two (2) years.

General Liability Insurance

General Liability Insurance provided shall have a limit of not less than Two Million Dollars (\$2,000,000) per occurrence with an aggregate of not less than Four Million Dollars (\$4,000,000). The insurance policy is to include coverage for Bodily Injury and Property Damage, Contractual Liability, Products-Completed Operations, Personal & Advertising Injury. Policy shall name CHA as an additional insured and shall cover any acts of Manager outside the Scope of Services of the Private Management Agreement with CHA.

Sexual Abuse and Molestation

When services or activities are provided to minors on (or off) the Premises, Sexual Abuse and Molestation Insurance coverage shall be maintained with a limit of \$1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount). CHA shall be included as an additional insured under the policy on a primary and non-contributory basis.

Auto Liability Insurance

If applicable, when any motor vehicles (owned, non-owned and hired), which are not owned by CHA, are used in connection with the Services to be performed, Manager shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, Combined Single Limits, for bodily injury and property damage. The CHA shall be endorsed as an additional insured on Manager's policy on a primary and non-contributory basis.

Workers' Compensation and Employer's Liability

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

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

Crime or Fidelity

Bond/policy which insures against losses resulting from dishonest or fraudulent acts committed by any employees or agents of Agent. The minimum limit maintained shall at least be equal to two (2) months' gross income from the Project with a maximum deductible of \$100,000.

Related Requirements

Manager is responsible for insuring its own real and personal property (including but not limited to material, equipment, tools and supplies owned, rented or used by Manager) and waives its rights of subrogation against Owner with respect to loss or damage to such property. Manager agrees to maintain throughout the Term of this Agreement any additional insurance policies necessary to provide coverage for any and all activities performed outside of the Statement of Work of the Private Management Agreement with Owner. Manager is responsible for assessing its own risks and maintaining higher limits or broader coverages were deemed appropriate.

Prior to commencing work at any of Owner's property, a Certificate of Insurance which evidences the required insurance coverages shall be emailed to the assigned CHA Procurement Specialist.

Certificate Holder: Chicago Housing Authority

60 E. Van Buren St. Chicago, Illinois 60605

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

Renewal Certificates of Insurance or such similar evidence are to be emailed to the Procurement Specialist and to the Manager/Director of CHA's Risk Management department prior to expiration of insurance coverage. The receipt of any certificate does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of this Agreement. The insurance policies shall provide for thirty (30) days written notice to be given to the CHA in the event that coverage is substantially changed, canceled or non-renewed, other than if such cancellation is for non-payment of premium, in which case the insurance company shall endeavor to provide ten (10) days written notice to CHA.

If any of the required insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement and the Certificate of Insurance shall state the coverage is "claims made" and, also, the retroactive date. Manager shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by Manager. Upon request, Manager shall provide to CHA, annually, a certified copy of the insurance policies obtained pursuant hereto.

Note: Developments under the Tax Credit Housing portfolio may be subject to additional insurance requirements as stipulated by lenders and/or investors.

Subcontractors Insurance Requirements

Manager shall include the insurance requirements below in all subcontract agreements for work related to or performed on CHA Property. The insurance carriers used must be licensed to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A-VII. Under no circumstances shall work begin until insurance compliance has been met. It is the responsibility of the Manager to ensure all subcontractors carry, at a minimum, the following insurance:

Workers' Compensation and Employer's Liability

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

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

General Liability Insurance

General Liability Insurance written on an occurrence form with limits of not less than One Million Dollars (\$1,000,000) per occurrence and aggregate of not less than Two Million Dollars (\$2,000,000). The insurance policy is to include coverage for Bodily Injury and Property Damage, Contractual Liability, Products-Completed Operations, Personal & Advertising Injury. Manager

and CHA must be included as additional insureds on the subcontractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to Manager and/or CHA.

Sexual Abuse and Molestation Liability

When vendors will provide services or activities to minors on (or off) the Premises, Sexual Abuse and Molestation Insurance coverage shall be maintained with a limit of \$1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount). Manager and CHA shall be endorsed as an additional insured on Manager's policy on a primary and non-contributory basis.

Automobile Liability Insurance

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the subcontractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit, for bodily injury and property damage. Manager and CHA must be included as additional insureds on the subcontractor's policy on a primary and non-contributory basis.

Professional Liability

When any architects, engineers, construction Managers, elevator repair professionals, etc., perform work, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Five Million Dollars (\$5,000,000) per occurrence is required. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Armed/Unarmed Security Professional Liability (E & O)

The insurance requirements under this Agreement shall be maintained in a separate Professional Liability Policy or as an adjunct to the General Liability Policy through endorsement. If the coverage is provided through an endorsement to the General Liability Policy a copy of the endorsement must be attached to the certificate. This insurance shall cover bodily injury, property damage, damage to property in Subcontractor's care, custody, and control, or personal injury arising out of the Subcontractor's wrongful act(s) in an amount of not less than Five Million Dollars (\$5,000,000) and include a Lost Key Coverage Endorsement if the firm will possess keys to the property. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of services under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The policy must waive any right of recovery a subcontractor or its insurer may have against Manager and/or CHA because of payments made for injuries or damages arising out of your ongoing operations of "your work" done under a contract with that person or organization.

Umbrella Liability coverage, if applicable, is to follow the form of the General Liability Insurance requirements outlined above.

Additional coverages or higher limits may be required depending on the Statement of Work.

SUBCONTRACTOR CERTIFICATES:

Certificate Holder: Manager's Corporate Name and Address

Additional Insureds: Collectively referred to as the "Additional Insureds" shall include Manager,

Chicago Housing Authority, Chicago Housing Administration, LLC; and/or other Limited Liability Company as established by CHA; its respective commissioners, board members, officers, directors, agents, property management firms, construction management firms, agents, employees,

vendors, invitees and visitors.

Primary Coverage: Subcontractor's insurance coverage shall be the primary policy. The

Subcontractor/Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and shall not contribute with insurance provided by the

Subcontractor/Vendor.

Certificate shall include the title of the development name and address, and project or service provided by the Subcontractor/Vendor.

CHA in no way warrants that the minimum limits contained herein are sufficient to protect the CHA from liabilities that might arise out of the performance of the work under this Agreement by the Subcontractor, Vendor, Contractor or Consultants. The Manager and/or Subcontractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Manager or any of its Subcontractors are not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain sufficient insurance.

Manager must collect and maintain their subcontractor's Certificates of Insurance and endorsements and make available to CHA Department of Procurement and Contracts, and the Risk Management department for review. Renewal Certificates are required prior to expiration of insurance coverage. At the CHA's option, non-compliance will result in one or more of the following actions: (1) Manager will be immediately removed from CHA property and the Agreement revoked; (2) all payments due Manager will be held until Manager has complied with the Contract; or (3) Manager will be assessed Five Hundred Dollars (\$500) for every day of non-compliance. The receipt of any Certificate of Insurance does not constitute agreement by the CHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Contract. The insurance policies shall provide for thirty (30) days written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

If the required insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the Certificate of Insurance shall state the coverage is "claims made" and also the retroactive date. Manager shall maintain coverage for the duration of the Contract. Any extended reporting period premium (tail coverage) shall be paid by Manager.

Upon request, Manager shall provide to the CHA, a certified copy of the insurance policies and endorsements obtained pursuant hereto. It is further agreed that Manager shall provide the CHA thirty (30) days written notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal.

Manager shall require all subcontractors to carry the insurance required herein and any additional coverage deemed appropriate for the scope of work being performed. Evidence of subcontractor's coverage must be submitted to CHA upon request. Failure of Manager to require all subcontractors to carry the required insurance hereunder, or failure of such insurance to adequately name and/or endorse the Manager and CHA as additional insureds, will be considered a breach of the Agreement, will trigger Manager's indemnification obligations under Section 6.2 of the Agreement, and will not be covered under the PMIP.

Manager expressly understands and agrees that, any insurance programs maintained by the CHA shall apply in excess of and will not contribute to insurance provided by the Subcontractor under any Agreement.

EXHIBIT L

PERFORMANCE STANDARDS

A. Description

Manager is expected to fulfill the performance requirements set forth herein. Each performance standard will be measured by Owner on a monthly, quarterly, and/or annual basis. Manager shall have an opportunity to review and, if necessary, dispute Owner's performance measurement data. Manager may also be asked to provide supporting documentation to refute performance measurement data. All performance standard scoring shall be rounded to the nearest whole percent. For example, an average score of (94.5%) shall be scored at ninety-five percent (95%) and 94.4 shall be scored at ninety-four percent (94%). Owner shall assess performance standards within thirty (30) days from the last day of the month.

In assessing performance, Owner may, at its sole discretion, utilize data and reports provided by Manager to support its determination. Under no circumstance will a Manager's independent report supersede Owner's template.

Manager is required to correct deficiencies found through quality control or file audit reviews. All corrective actions must be in accordance with the requirements established by HUD, the CHA's Admissions and Continued Occupancy Policy (ACOP), CHA's Administrative Plan, CHA's PPM Procedural Manual, and/or any formal CHA Advisory.

Each Performance Standard set forth below includes a brief description of the standard being assessed, followed by specific ranges for which Manager's performance shall be deemed "Acceptable".

B. Performance Standards and Adjustments to Compensation

- 1. Leasing and Continued Occupancy: Owner expects its lease-ready units to be maintained at an occupancy rate of at least 96%.
 - Areas subject to review: All program types
 - CHA management tool used to measure performance: Yardi/CHA's system of record
 - Acceptable Performance Level: 96%
- 2. Maintenance (Work Orders): Emergency work orders are requests for repairs that cure, or abate, imminent threats to life, health, or safety (including fire safety). Manager must resolve emergency work orders within 24 hours of notification. Urgent work orders include items that, if not repaired, pose potential threat to life, facilities, health, and/or safety of residents. Urgent work orders must be addressed within 48 hours of notification. A routine maintenance (non-emergency and non-urgent) work order does

not create an imminent safety risk and must be completed within five (5) days for Senior properties and ten (10) days for Family properties. Such work orders consist of routine repairs to be completed by Manager. Owner has established timetables for the completion of emergency, urgent and routine/non-emergency maintenance work orders.

- Areas subject to review: All program types
- CHA management tool used to measure performance: Yardi/CHA's system of record
- Acceptable Performance Level: 98%
- **3. On-Time Tenant Re-examinations:** Manager shall complete a re-examination for each participating family at the prescribed time(s) required by CHA's ACOP and Administrative Plan. Manager must ensure that Tenant re-examinations are conducted pursuant to HUD regulations and the CHA's ACOP, Administrative Plan, and any other relevant processes, policies, and regulations.
 - Areas Subject to Review: All program types
 - CHA management tool used to measure performance: HUD's system of record and/or Yardi/CHA's system of record
 - Acceptable Performance Level: 98%
- **4. Quality Control of Tenant Files:** All documents required by HUD, CHA's ACOP, CHA's Procedural Manual, a formal CHA advisory, or any other housing program requirements must be properly indexed in the Tenant's file folder at the time of Owner's review. Manager shall ensure that all items are properly indexed and calculated correctly in accordance with established requirements for any processed transaction. In the rating of the Manager's performance, an error found and corrected by the Manager prior to the CHA review is acceptable under the following conditions: (1) the error was identified prior to the effective date of the transaction; and (2) the error does not require a modification to the transaction effective date that would otherwise be in effect if the error was not made.
 - Applicable subject area: All program types
 - CHA management tool used to measure performance: Yardi
 - Acceptable Performance Level: 98%
- **5. Rent Collection:** Owner expects the Manager to collect and properly record at least 98% of the billed rent on a monthly basis.
 - Areas subject to review: All program types
 - CHA management tool used to measure performance: Yardi
 - Acceptable Performance Level: 98%

- **6. Work Compliance:** Owner expects the Manager to collect and properly record the correct status (i.e., Compliant, Safe Harbor, Non-Compliant, Exempt, and Legal) for all residents subject to CHA's Work Requirement.
 - Areas subject to review: All program types
 - CHA management tool used to measure performance: Yardi
 - Acceptable Performance Level: 90%

C. Miscellaneous

Tenant Relations: Manager must provide excellent customer service and implement business models that address residents' issues and concerns in a timely manner. Owner reserves the right to conduct periodic customer satisfaction surveys. Owner will review the survey tool with Manager prior to distribution. Surveys may be sent either electronically or during scheduled site visits.

- Areas subject to review: All program types
- CHA management tool used to measure performance: Resident Satisfaction Survey (See enclosed "Tenant Survey")
- Scoring Range: 1.0 to 5.0
- Acceptable Performance Level: 3.75

D. Summary of Performance Standards

| No. | Performance Indicator | Acceptable Performance Level |
|-----|---------------------------------|------------------------------------|
| 1 | Leasing/Occupancy | 96% |
| 2 | Maintenance (Work Orders) | 98% |
| 3 | On-Time Tenant Re-examinations | 98% |
| 4 | Quality Control of Tenant Files | 98% |
| 5 | Rent Collection | 98% |
| 6 | Work Compliance | 90% |

A pattern of performing below acceptable levels may establish conditions for a Default.

EXHIBIT M

CONTRACTOR'S AFFIDAVIT; CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS; AND EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

CONTRACTOR'S AFFIDAVIT

| Bidder/Property Name | Manage Chicago, Inc | | |
|---|---|---|--|
| Bidder/ProposerName: Bidder/ProposerAddress: | | | |
| Dianel/ Floposer Address. | Chicago IL 60649 | | |
| IFB/RFP NUMBER: | | 672 | |
| Federal Employee I.D. #: | 80-0205350 | _or Social Security #: | |
| Contra which Contra notariz ventur a separ is unal must co provid Contra | roposal to the Chicago require the Contractor should complete ictor should complete ing Section XIV. Please, the joint venture as rate and completed Coole to certify to any of contact the Department e a detailed factual of ictor's inability to so of ictor's inability ictory. | contracts. Every Contractor sub- o Housing Authority ("CHA") must con- ecial attention should be paid to those or to provide certain information to the e- ete this Contractor's Affidavit by sig- ase note that in the event the Contractor and each of the joint venture partners mu- contractor's Affidavit. In the event the Contractor's Affidavit. In the event the Contractor's Affidavit and Contracts of the explanation of the circumstances leading certify. | nplete the Section CHA. To ming and in its a join is submitted to the contract CONTRACT CONTRACT CHA and Section is submitted to the contract contr |
| The undersigned Christopher | | as CEO | |
| (IX | lame) | (Title) | |
| and on behalf of Manage Chi | | ("Contractor") having been | duly |
| (Busine | ess Name) | - | 00000980 |
| sworn under oath certifies t | hat: | | |
| L | DISCLOSURE OF | OWNERSHIP INTERESTS | |
| NATURE OF DISCLOSE Indicate the nature of the | | | |
| ☐ Individual ☐ Publicly register ✓ Privately held by | | Limited liability company* I Limited liability partnership* | |

| _ L | CONT | KACTOR'S AF | FIDAVIT |
|---|--|--|--|
| General | prietorship* partnership* partnership* | [] (Is | Not-for-profit corporation s the not-for-profit corporation also a 11(c)(3))? Yes No Other (please specify) |
| For legal entities, t Illinois | the state (or foreign cou | untry) of incorpor | ation or organization, if applicable: |
| For legal entities not the State of Illinois Yes | s as a foreign entity? | e of Illinois: Has t | the organization registered to do business |
| List below the full profit corporations | s, also list below all me | executive officers mbers, if any, tha | and all directors of the entity. For not-for- at are legal entities. If there are no such similar entities, list below the legal |
| Name | | | Title |
| Christopher Amato | re | CE | |
| nability partnershi | p" or "Joint venture" in | response to Item | hip," "Limited liability company," "Limite a A.1. above (Nature of Disclosing Party), I g member, manager or any other person or |

entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed

below must submit an affidavit on its own behalf.

CONTRACTOR'S AFFIDAVIT

| Name | | Title |
|--|---|---|
| | | |
| | | |
| | | |
| interest include shares member or manager i | in a corporation, partnership interest in a limited liability company, or inte | n person or entity having a direct or indirect of the Disclosing Party. Examples of such a in a partnership or joint venture, interest of rest of a beneficiary of a trust, estate or othe brough intermediaries or nominees. If non- |
| NOTE: CHA may requ achieve full or additional | rire any such additional information from Il disclosure of ownership. | m any applicant which is reasonably intended |
| Name Christopher Amatore | Business Address 7118 S Yates Blvd Chicago IL 60649 | % Interest in the Disclosing Party |
| D- | | |
| - | (Add sheets if necessar | e) |

[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

CONTRACTOR'S AFFIDAVIT

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

- 1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor's Affidavit or if a subcontractor or subcontractor's affiliated entity during a period of three (3) years prior to the date of award of the subcontract:
 - Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1. et seq.
 - Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
- 2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.
- The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of the Illinois Criminal Code, 720 ILCS 5/33E-

CONTRACTOR'S AFFIDAVIT

or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating.

- 4. Additionally, that the undersigned is the party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, and that said bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer and has not secured any advantage against the Chicago Housing Authority or any person interested in the proposed contract, nor has said proposer participated with any person or business entity in any collusive scheme to rotate proposals, provide any bribes, kickbacks to CHA employees in violation of any of the provisions of 18 U.S.C. §666 (a) (1) and 720 ILCS 5/33E-1 et seq; or engage in bid rigging; that proposer is not barred from bidding on the subject contract as a result of a violation of either Section 33-E-3 or 33-E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq; and that all statements on said proposal are true. Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Contractor's Affidavit are true and correct.
- 5. The Contractor, its agent, officers or employees have not directly or indirectly solicited non-public information from a CHA officer or employee; entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal in violation of Illinois Criminal Code, 720 ILCS5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

- The Contractor has obtained from all subcontractors to be used in performance of this
 contract, known by the Contractor at this time, certifications in form and substance equal
 to Sub-Section A of Section II of this affidavit.
- 2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time certification in form and substance equal to the certification Subsection A of Section II of this Affidavit. The Contractor shall not, without the prior written permission of the CHA, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's

CONTRACTOR'S AFFIDAVIT

affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of any of the conduct described in Section II (A) hereof.

- The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the CHA upon request.
- 4. The Contractor will not, without the prior written consent of the CHA, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to the certification.
- 5. Contractor hereby agrees, if the CHA so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under the State of Illinois Criminal Code 720 ILCS 5/33e-1 eq seq. as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Section II.

Notes 1-4 For Section II. Contractor's Certification

- Business entities are affiliated if, directly or indirectly, one controls or has the power to
 control the other, or if a third person control or has the power to control both entities.
 Indicia of control include without limitation: interlocking management or ownership
 identity of interests among family members; shared facilities and equipment; common
 use of employees; or organization of a business entity following the ineligibility of a
 business entity using substantially the same management, ownership or principals as the
 ineligible entity.
- 2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

CONTRACTOR'S AFFIDAVIT

- 3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).
- 4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

III. STATE TAXDELINQUENCIES

In completing this Section III, authorized signatory must initial on the line next to the appropriate subsection.

- CA Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
- Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
- Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.
- 65 ILCS 5/11 ~ 42.1 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax

CONTRACTOR'S AFFIDAVIT

administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the CHA may enter into the contract if the CHA's Operating Officer determines that:

- the contract is for goods or services vital to the public health, safety, or welfare; and
- the CHA is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV. PUNISHMENT

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the Contractor and allows the CHA to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

V. CERTIFICATION REGARDING SUSPENSION AND DISBARMENT

- A. The Contractor certifies to the best of its knowledge and belief, that it, its' principles and any subcontractors used in the performance of this contract:
 - Meet the Agency requirements and have not violated the City or Sister Agency
 policy, codes, state, federal, and or local laws, rules or regulations and have not
 been subject to any debarment, suspension, or other disciplinary action by any
 government agency. Additionally, if any time the contractor becomes aware of such
 information, it must immediately disclose it to the Agency.
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;
 - 3. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a pubic (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

CONTRACTOR'S AFFIDAVIT

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in Section II (A) (1) above; and
- Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.
- B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.
- C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach a detailed factual explanation to this certification.

VI. EPA CONTRACTOR LISTING

- A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuantto:
 - The Clean Air Act (42. U.S.C. 4701 et. seq.), asamended;
 - 2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
 - The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, et. seq.), as amended;
 - 4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;
 - Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;
 - The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
 - Illinois Environmental Protection Agency regulations, as amended;

CONTRACTOR'S AFFIDAVIT

- Illinois Department of Labor regulations, asamended;
- City of Chicago Ordinances, as amended;
- B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.
- C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA's List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.
- D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

CONTRACTOR'S AFFIDAVIT

- C. The undersigned shall require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or more than \$100,000 for each such failure.

VIII. CERTIFICATION OF NONSEGREGATED FACILITIES

As used in this Affidavit, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this Affidavit is submitted as part of a bid or proposal, the term "Contractor" shall be deemed to refer to the Bidder or proposer, or subcontractor or supplier. This Affidavit shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this Affidavit is in effect. The undersigned Contractor certifies the following to the CHA

- A. <u>REPORTS</u>: Within thirty (30) days after CHA award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitle "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- 6. PRIOR REPORTS: If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

CONTRACTOR'S AFFIDAVIT

CERTIFICATION OF NONSEGREGATED FACILITIES: The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the CHA will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).

 The Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS/PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.

IX. EQUAL EMPLOYMENTOPPORTUNITY

The Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR Part 60) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

| A. | Have | you participated in any previous contracts or subcontracts subject to the equal tunity clause? |
|----|------|--|
| V | Yes | □ No |

CONTRACTOR'S AFFIDAVIT

| B, | If answer to 1, is yes, have you filed with the Joint Reporting Committee, the Director |
|----|---|
| | of OFCC, any Federal agency, or the former President's Committee on Equal |
| | Employment Opportunity, all reports due under the applicable filing requirements of |
| | these organizations? |

| ✓ Yes | | No |
|-------|--|----|
|-------|--|----|

X. DAVIS - BACON CERTIFICATION

- A. By the submission of this Affidavit, the Contractor hereby certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government or the CHA by virtue of Section 3(a) of the Davis-Bacon Act (29 CFR 5.12 (a) (1)).
- B. No part of the Contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded Contracts by the United States Government or the CHA by virtue of Section 3 (a) of the Davis-Bacon Act (29 CFR 5.12 (A) (1)).
- C. Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

XI. SECTION 3 CERTIFICATION

For all contracts where Section 3 is applicable, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq and CHA Resolutions implementing Section 3 requirements. The Prime Contractor will submit a Schedule B-Section 3 Utilization Plan to identify employment, subcontracting, and other economic opportunities for CHA residents and low- and very low-income Chicago area residents during the term of the contract between the Prime Contractor and CHA.

XII. INCORPORATION INTO CONTRACT AND COMPLIANCE

| The above certific | ations set forth in this Contractor's Affidavit shall become part of Contract |
|--------------------|---|
| No.3270 | and incorporated by reference as if fully set forth therein. |
| Further, the Contr | actor shall comply with these certifications during the term of the Contract. |

CONTRACTOR'S AFFIDAVIT

XIII. ETHICS POLICY

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on June 2004, 95-HUD-5 especially Sections 19 through 25 thereof. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

| ertifications made herein and that the same are true. |
|--|
| |
| gnature of President or Authorized Officer |
| Christopher Amatore |
| ame of President or Authorized Officer |
| DEO . |
| Title 773-449-5151 |
| Telephone Number |
| ate of |
| ounty of COIC |
| gned and sworn to before me this 6th day of March 20 25 |
| Lastople Amable (Name) as CEO |
| Title) of Mangel Chicago Inc (Contractor) |
| otary Public Signature W. M. M. Motary Public, State of Illinois Commission No. 1000716 My Commission Expires December 2, 2028 |

EXHIBIT N

CHA FIXED ASSETS REQUIREMENTS SUMMARY

Manager shall comply with CHA's Fixed Asset Policy regarding Capital Assets (assets that meet CHA's Fixed Asset criteria and are recorded on Owner's financial statements) additions, dispositions and transfers. Manager shall forward to the CHA's Portfolio Officer and the Comptroller all information regarding any acquisitions and dispositions of assets. Manager shall make periodic (semi-annual) confirmations to the Owner.

Manager shall be responsible for the proper care of and accounting for all of Owner's fixed assets, properties under Manager's control including any motor vehicles, heavy equipment or property purchased or otherwise acquired during the Term of this Agreement for use by Manager in performing its responsibilities under this Agreement. Manager shall be liable for any loss or damage to all such property under its control, other than for normal wear and tear.

Manager shall comply with all policies and procedures regarding the disposition of property, including obtaining the Owner's approval prior to disposing of any property.

Manager shall maintain an Inventory Register/Schedule to keep a perpetual record of all properties, in a manner prescribed by the Owner and in accordance with good business practices, including but not limited to: vehicles, equipment, materials, supplies and other goods, both expendable and non-expendable. All receipts and usage shall be posted in a timely manner. Manager shall tag or label all furniture and equipment under its control using the identification policy of the Owner. An initial inventory shall be conducted within (30) days of the effective date of this Agreement and shall be repeated within thirty (30) days prior to the expiration or termination of this Agreement. The Owner shall be advised of each planned inventory and offered the opportunity to witness the inventory process.



Non - Compete Justification Memorandum

TO:

Sheila Johnson

Deputy Chief Procurement

FROM:

Leonard Langston, Jr.

Interim Chief Property Officer

DATE:

5/2/2025

SUBJECT:

Manage Chicago- PPM Contract

VENDOR:

Manage Chicago

TERM:

Two-year base, two one-year options

AMOUNT:

\$2,646,000

According to the HUD Procurement Handbook 7460.8 Rev 2 "Procurement by non-competitive proposals shall be conducted only if a written justification is made as to the necessity of using this method in accordance with the procedures described in the PHA's procurement policy." Approval to award a contract resulting from a non-competitive proposal does not eliminate or alter any other requirement of \$2 CFR 200.320 governing the contract. The justification shall include the following information:

1. Describe the procurement requirement. Description must include a detailed request, including the delivery date and/or date for services to begin:

CHA procures third-party property management firms to manage the day-to-day operations of properties throughout the portfolio. Having property management firms in place at all times is critical to serving residents and ensuring the physical and financial health of CHA properties.

- 2. Provide a history of similar purchases with this vendor or of this requirement.
 - CHA regularly procures property management services through periodic RFPs, with the most recent contracts awarded from an RFP in 2021 to four property management firms (Habitat, East Lake, Manage Chicago, Hispanic Housing). The solicitation process to award new firms is currently underway.
- 3. State the specific exception to §2 CFR 200.320(f); (1) through (4) that applies.

State reason for this request (select one):
_____(1) The item is available only from a single source;

| _X_ (2) The public exigency or emergency for the requirement will not permit a delay resulting from a competitive solicitation; |
|--|
| (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; |
| (4) After solicitation of multiple sources, competition is determined inadequate |
| 4. State the unique circumstances, if any, that will support a contract award by sole source or a non-competitive procurement? |
| On May 2, 2025, CHA issued a notice of partial termination for cause to HHDC for property management services at Horner Westhaven and Region 2 scattered sites. The termination of property management services and need to transition to a new responsible firm quickly create an urgent need for CHA to secure replacement property management services. |
| 5. Describe the efforts made to find competitive sources (i.e., advertisement in trade journals or local publications; phone calls to suppliers; issuance of a written solicitation, etc.). Attach any market research information. |
| CHA used the exigency procurement approach to directly engage two property management businesses in compliance with HUD rule CFR 200.320(c)(3). Prospective companies were asked to submit a letter of intent outlining their qualifications to handle day-to-day property management. In response, one firm sent a letter of intent outlining their proposed management charge and method of property management. |
| 6. State the efforts that will be taken in the future to promote competition for this requirement? CHA will continue to issue competitive property management solicitations under normal circumstances. |
| 7. Attach Cost/Price Estimate Form and a Cost Analysis Breakdown (from proposed and previously related procurements) supporting the reasonableness of the proposed non-competitive procurement price. Attached |
| Attach completed Contract Compliance Schedules A, C and Contract Compliance Certification. DPC is currently working with the vendor to update this paperwork. Ensure proper documentation and required approvals are prepared as indicated below: |
| a) Is a copy of the Requisition attached to this memo? No, it will be prepared after BOC approval on 5/27. b) Has it been approved by the Deputy Chief of the Requesting Department? Yes c) Has the Budget Department acknowledged fund availability? Yes |
| Approved: Sheila Johnson Deputy Chief Procurement |
| Deputy Chief Procurement |
| Date: |

