CONTRACT NO. 11082

GENERAL CONSTRUCTION SERVICES MASTER AGREEMENT

BETWEEN

APEX CONSTRUCTION GROUP, INC.

AND

THE CHICAGO HOUSING AUTHORITY

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AGREEMENT

THIS GENERAL CONSTRUCTION SERVICES MASTER AGREEMENT (hereinafter, "Master Agreement") is entered into as of this 1st day of March 2012 by and between the **CHICAGO HOUSING AUTHORITY** (the "CHA"), a municipal corporation organized under the Illinois Housing Authority Act 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois and **APEX CONSTRUCTION GROUP, INC.** (the "General Contractor"), an Illinois Corporation with offices at 5901 North Cicero Avenue, Suite 507, Chicago, Illinois 60646.

RECITALS

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

WHEREAS, the CHA released Request for Proposals No. 11-00783 ("RFP") on or about August 3, 2011, as amended by Addendum No. 1, dated September 1, 2011 and Addendum No. 2, dated December 23, 2011, which is attached hereto as Exhibit I and incorporated by reference herein, to secure the services of interested, qualified and capable construction contracting firms to act as general contractors for modernization, capital maintenance and development activities of properties owned by the CHA on an indefinite delivery, indefinite quantity basis; and

WHEREAS, the General Contractor submitted its Proposal on or about August 30, 2011, which is attached hereto as Exhibit II to the CHA indicating it is ready, willing and able to provide the services as set forth in the RFP; and

WHEREAS, the CHA and the General Contractor desire to enter into the Contract for the provision of general construction services on an indefinite delivery, indefinite quantity basis, as set forth herein.

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

ARTICLE 1. INCORPORATION OF RECITALS

Section 1.01 Incorporation of Recitals

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

Section 1.02 Defintions

"Contract" means this Master Agreement and the Contract Documents entered into between the CHA and the General Contractor, which sets forth the master terms and conditions of the agreement.

"Bid" means the firm fixed lump sum price proposed by the General Contractor for the Task Order bidding opportunities arising under this Contract.

"General Contractor" means the firm, company, organization, vendor, etc. awarded a Contract.

"Capital Maintenance Program" – Program to provide additional needed improvements to existing CHA housing and to update acquired housing. This program supplements improvements performed by Private Property Managers.

"CHA Policy Provisions" – Provisions to be included in the Contract to assure compliance by the GC with the CHA's MBE/WBE/DBE Policy, the CHA's Section 3 Policy and the CHA's Ethics Policy, all of which are described below.

"Construction Documents" – All of the Plans and Specifications, addenda, change orders and modifications, and all other prints, models, designs, computations, sketches, test data, photographs, renderings, plans, shop and proposal drawings, and other materials relating to, or contemplated by the Work, prepared by the CHA, the Prime Design Consultant or by any engineer, professional or professional consultant engaged by the CHA or the Prime Design Consultant in connection with the Project.

"Contract Documents" – The Contract Documents, which form the Contract between parties, include all written modifications, amendments and change orders to this Contract, this Master Agreement, when accepted by the CHA, "Amendment(s) to Special Conditions", if any, the "Special Conditions of the Contract for Construction", "Amendment(s) to General Conditions", if any, "HUD General Conditions for Construction (Form 5370)", Task Orders issued under the Contract, the "Work Schedule" for each Task Order as defined in paragraph 6 of "HUD General Conditions for Construction" and the "Special Conditions of the Contract for Construction", as amended from time to time pursuant to paragraph 6, the "Instructions to Bidders (form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Performance and Payment Bond or Bonds or other assurances of completion, the "Technical Specifications" for each Task Order, and drawings for each Task Order, if any, Contractor's Affidavit or any other affidavits, certifications or representations the General Contractor is required to execute under the Contract with the CHA, MBE/WBE/DBE and Section 3 Utilization Plans, and the CHA's Section 3 Policy (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the General Contractor are a part of the Contract unless expressly stated therein.

"Construction Manager" or "CM" – The person, firm, or entity retained by the CHA to plan, coordinate, and oversee construction management activities for the Property on behalf of the CHA.

"Cost" – The actual expenses incurred in delivery of a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the vendor.

"Development" – Building or group of buildings identified under a single Name and Asset Management Property Number.

"Development Program" – The program which provides Federal grants to the CHA to develop housing for low-income families that cannot afford housing in the private market.

"Field Manager" or "FM" – The designated individual within the CHA who works under a Project Manager to provide oversight at the location of a project.

"General Contractor" or "GC" – The person or entity designated as the general construction contractor in the Contract.

"Indefinite Delivery, Indefinite Quantity" or "IDIQ" - Indefinite Delivery, Indefinite Quantity contracts provide for an indefinite quantity of services during a period of time.

"LEED® NC" – Leadership in Energy and Environmental Design for New Construction, Version 3, as published by the United States Green Building Council (USGBC) in 2009.

"LEED® AP" – LEED® Accredited Professional designation.

"Owner's representative" or "OR" – The person, firm, or entity retained by the CHA to provide all necessary construction management activities related to, but not limited to, professional observation, oversight, documentation, consulting, coordination, and management for the duration of all phases of activities.

"Property Investment Initiative Program" or "PII" – Through the Property Investment Initiative, the CHA acquires and, if necessary, rehabilitates housing with three (3) or more bedrooms that is available as a result of foreclosure or through the traditional acquisition process. These properties are made available for rent as public housing units in CHA's portfolio.

"Plans and Specifications" – The final drawings and specifications for the Task Order, as amended from time to time in accordance with the Contract.

"Prime Design Consultant" or "PDC" – The person, firm, or entity selected by the CHA to perform architectural and engineering services and to act on the CHA's behalf with respect to all aspects of the performance of the design, engineering and construction administration of the Projects. Any reference in this Contract to specific architectural, engineering, or related disciplines shall be construed as services directed and provided by the Prime Design Consultant, whether they are performed by the Prime Design Consultant or by professionals or sub-consultants retained by the Prime Design Consultant.

"Price" – The total amount, in money, or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

"Private Property Managers" or "PPMs" – Firms which provide property management services at CHA developments.

"Proposal" – The GC's response to the RFP. The term "bid" may also be used to refer to the GC's proposal, but shall in no way be construed to transform the RFP into an Invitation for Bid.

"Project" – The construction services work assigned through a Task Order.

"Project Manager" or "PM" – The designated individual within CHA to administer a specific task or contract.

"Request for Services" or "RFS" – A scope of work issued by the CHA to provide a Task Order bidding opportunity. Task Orders result from Requests for Services.

"Services" – The services to be performed by the GC pursuant to the Contract.

"Task Order" – An order for Services placed against the established Contract.

"Value Engineering" – A technique by which contractors may voluntarily suggest methods for performing more economically. Value Engineering is identified after the submission of the bids.

"Work" – The performing, furnishing and/or installing of all labor, materials and equipment necessary to be completed at the Property in accordance with the Contract.

ARTICLE 2. GENERAL CONTRACTOR'S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Work

The services that the General Contractor shall provide during the term of the Contract shall include general contracting services for modernization, Capital Maintenance and development activities of properties owned by the CHA, including but not limited to, the following (hereinafter collectively referred to as the "Services"):

1. Code Compliance: Upgrade all aspects of the Property, apartment units, and site to comply with all codes, ordinances, and regulations in effect at the time of permitting, including but not limited to the standards or the most stringent of all accessibility codes, including the requirements of the Fair Housing Act Amendments of 1988 (42 U.S.C. 3604(f)) and its implementing regulations at 24 C.F.R. 100.205 ("Fair Housing Act"); Section 504 of the Rehabilitation Act of 1973 (29.U.S.C. 794) and regulations issued pursuant thereto (24 C.F.R. part 8) ("Rehabilitation Act"); the Americans with Disabilities Act (42 U.S.C. 121/01 et seq.) and its implementing regulations at 28 C.F.R. part 36 ("ADA"); and the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations issued pursuant thereto (24 C.F.R. part 40) ("Architectural Barriers Act"); the Environmental Barriers Act (410 ILCS 25) ("Environmental Barriers Act"); the Illinois Accessibility Code (71 Ill. Admin Code 400) ("Accessibility Code"); and Chapter 18-11 of the City of Chicago Building Code.

2. Exterior Work:

(a) Provide and install new doors and hardware; perform repairs; restoration of concrete and masonry and all other building envelope features.

(b) Install new window assemblies, and replace all building sealants.

(c) Improvements to masonry, if required on the building(s)

(d) Install new roof if required.

3. Unit Construction: Restore all interior walls, ceilings, carpentry, and telephone and cable television service wiring; repair and/or replace all interior finishes; provide and install new doors and hardware, new window treatments, new kitchen and bath casework, new bathroom fixtures and accessories, new kitchen plumbing fixtures and new range, new range hood with power supply, new refrigerator, new baseboard heating, new electrical wiring, kitchen and bath exhaust fans, devices and light fixtures in full compliance with the Code Compliance requirements set forth in paragraph 1 above.

4. Common Areas: Repair/restore all interior walls, ceilings, carpentry, and equipment and built-in furnishings; repair and/or replace all interior finishes; provide and install new elevators and associated equipment, new doors and hardware, new baseboard heating, new electrical wiring, new light fixtures, new toilet fixtures, accessories and partitions, new appliances and new window treatments, ensuring ingress and egress are in full compliance with the Code Compliance requirements set forth in paragraph 1 above.

5. Mechanical/Electrical: Provide and install new heating and domestic hot water system boilers, new domestic water systems including new supply and return risers, new sanitary and storm water drainage systems, new exhaust fans/ventilators. Repair/restore all other systems in each building, including the entire electrical system, fire alarm system, security system, and the existing utility service, for water, electric and gas services; and upgrade electrical system capacity to support additional new demand.

6. Site Work: Repair/restore streets, pavement and walkways, site lighting, fencing, refuse areas, masonry screen walls, landscaping, and site drainage, ensuring ingress and egress are in full compliance with the Code Compliance requirements set forth in paragraph 1 above.

7. Environmental: Some environmental remediation will be completed by the time of the issuance of the Notice to Proceed for each RFS. However, items specified in the Contract Documents remain the responsibility of the General Contractor, including but not limited to roof materials and the fire escape.

8. New Construction: Site preparation for, and construction of, entirely new structures and/or significant extensions to existing structures, whether or not the site was previously occupied, performed pursuant to the Development Program.

B. Statement of Work

The Services to be performed by the General Contractor during the term of the Contract are more fully described in the Statement of Work set forth in Exhibit III, which is attached hereto and incorporated by reference herein.

C. Deliverables

(a) Deliverables Generally. In connection with its performance of the Services, the General Contractor shall prepare and/or provide to the CHA, at the times specified in the Task Order or at such other times as the CHA shall designate, certain deliverables that include, but are not limited to, the items described below (hereinafter, collectively "Deliverables"). All Deliverables shall be in the form described in the Task Order or in such other form as the CHA shall require. The CHA reserves the right to reject any or all Deliverables which, in the reasonable judgment of the CHA, the PDC, the OR, PM or FM are incomplete or do not meet the requirements. The CHA shall notify the General Contractor in writing of any deficiencies the CHA identifies with respect to any Deliverable within fifteen (15) calendar days after receipt of such Deliverable, in which event the General Contractor shall have a period of not more than fifteen (15) calendar days to correct such deficiency. The CHA may, at its sole and absolute discretion, accept a partial or incomplete Deliverable from the General Contractor for review, but such acceptance shall not constitute a waiver of the CHA's right to insist upon completion and/or correction of such Deliverable.

(b) Nature and Format of Deliverables. The Deliverables to be provided by the General Contractor shall, in general, be sufficient to communicate the progress of and details concerning the Work. Deliverables may include, without limitation, such things as samples, reports, spreadsheets, critical path schedules, photographs, construction administration records or reports, as-built drawings and specifications, as-built surveys, and inspection reports.

(i) Reports, studies, surveys, property inspections, recommendations and similar documents shall be provided in written and bound format and all photographic documentation and graphics shall be in either digital or color photographic form.

(ii) All reports shall be submitted in triplicate, with original quality graphics (either color or half-tone) capable of color Xerox®-type reproduction.

(iii) Deliverables such as samples, reports, spreadsheets, Critical Path Schedules, sketches, photographs, and drawings shall be provided in accordance with the schedule and delivery dates set by the Contract.

(c) Deliverables Upon Completion. Upon Substantial Completion of the Work, the General Contractor shall provide one (1) full size "hard-copy" set of the final Plans and Specifications and as-built drawings and specifications clearly identifying the Work as actually installed.

(d) Electronic Data Formats. The General Contractor shall be capable of collaborating with the CHA, the PDC, the Owner's Representative, Project Manager, and Field Manager electronically via the systems set forth in Paragraph 55 of the Special Conditions of the Contract, attached hereto.

The General Contractor shall also provide all electronic files and media in formats directly readable and compatible with the CHA's CADD software and information management software. The following formats are acceptable:

i. Micro Station DGN (preferred) or AutoCADD DWG or DXF for all graphics.
ii. Microsoft Word for text.
iii. Microsoft Excel for data.
vi. Primavera Project Planner® (P3 version 3.1) or Primavera SureTrak® is CHA's software for developing and maintaining the Work Schedule.
v. Other formats upon written approval of the CHA.
vi. Pre-Delivery Requirements for Media. Before files are placed on delivery media, the General Contractor shall perform the following procedures:
   (1) Remove all extraneous graphics outside the border area and set active parameters to standard setting or those in the seed file.
   (2) Assure all reference files are attached without device or directory specifications.
   (3) Compress and reduce all design files using the appropriate utilities (note: a digital media copy of the decompression utility shall be provided with the deliverable if appropriate. e.g. PKUNZIP).
   (4) Include all files, graphic and non-graphic, required for the Project.
   (5) Assure that none of the files are device or directory dependent.
   (6) Document all non-standard fonts.
   (7) Check all transferred media, software and data for viruses with recognized, commercial quality anti-virus software and specify, in writing, the name and version of the anti-virus software (upon request, the General Contractor shall supply the CHA with a copy of the actual software used for virus checking and removal).

(g) Accounting Statements. The General Contractor shall submit separate statements for costs incurred at the Property, as required pursuant to the Contract.

Section 2.02 Contract Administration

A. Contract Administration.

The General Contractor, if selected to perform Services pursuant to a Task Order resulting from a RFS, shall act as a general contractor for the scope of work for the address(es) described in the Task Order. The General Contractor will be required to work with the CHA's Capital Construction, Development Management and Asset Management staffs to satisfy the contracting objectives of awarded Task Orders.

1. Any Services to be furnished under the Contract shall be ordered by issuance of Task Orders by the CHA's Capital Construction, Development Management and Asset Management Departments through the Department of Procurement and Contracts on CHA's Purchase Order forms. All Task Orders will be subject to the terms and conditions of the Contract. In the event of a conflict between the terms and conditions appearing on the reverse side of the CHA Purchase Order and the Contract, the Contract shall control. If mailed, a Task Order will be considered "issued" when the CHA deposits the Task Order in the mail. Task Orders may not be issued orally, but may be issued by facsimile, or by electronic commerce methods.

2. Task Ordering Procedures.

a) The CHA reserves the right to award Contracts to multiple General Contractors.
b) The CHA also reserves the right to assign the General Contractors to separate groups.
c) A Scope of Work for the Services to be awarded pursuant to a Task Order will be prepared and provided to the selected General Contractors via a RFS.
d) When appropriate, the Department of Procurement and Contracts will conduct a site visit at the location(s) where the work is anticipated in order to review the projected work with the General Contractors, with the PDC and with staff from the CHA department overseeing the proposed work.
e) On the basis of the RFS, each General Contractor will forward a sealed bid to perform the work. The bid will be in the form of a Firm Fixed Lump Sum Price.
f) Each General Contractor will have a fair opportunity to be considered for each Task Order issued under the Contract up to the not-to-exceed amount of compensation under its Contract. However, should the CHA assign General Contractors to groups, each General Contractor within a group will have a fair opportunity within that group to be considered for each Task Order up to the not-to-exceed amount of compensation under its Contract, and the CHA will offer Task Order bidding opportunities to each group in a manner to equitably distribute the work, unless the CHA utliizes the exceptions set forth in paragraph (4) below.
g) The General Contractor agrees to submit sealed bids and acceptable bid bonds to the Department of Procurement and Contracts in response to all of the RFSs that will be issued by the CHA.
h) The General Contractor must provide and pay for an acceptable performance and payment bond and insurance within seven (7) calendar days of receiving an award letter or the Task Order may be rescinded and awarded to the next lowest responsible and responsive bidder. The surety must be a guaranty or surety company which appears in the U. S. Treasury Circular No. 570 published annually in the Federal Register (available at http://www.fms.treas.gov/c570/c570_a-z.html), and must, at a minimum, have an "A" rating in according to the A.M. Best Rating Guide. Failure to provide the required bonds shall constitute an event of default under the contract.

3. Task Order Selection Criteria.

Any combination of the following factors may be considered in the awarding of Task Orders:

a) Price of responsible, responsive bidder
b) Costs
c) The ability of the General Contractor to complete the Task Order in a shorter period of time that set forth within the Task Order.
d) Documented past performance on earlier Task Orders under the Contract, including other contracts with the CHA, including, but not limited to:
   i. Quality
   ii. Timeliness
   iii. Cost Controls
e) Potential impact on other Task Orders placed with a General Contractor

4. Exceptions to Task Order Selection Considerations.

CHA's Contracting Officer shall give each General Contractor a fair opportunity to be considered for a Task Order within its assigned group, unless one (1) of the following exceptions applies:

a) The CHA's need for the supplies or services is so urgent that providing fair opportunity to a General Contractor would result in unacceptable delays (due to a public exigency or emergency, in accordance with 24 C.F.R. 85.36(d)(4)(i)(B);
b) Only one (1) awardee is capable of providing the supplies or services required at the level of quality required because the services are unique or highly specialized;
c) The Task Order must be issued on a non-competitive basis in the interest of economy and efficiency, because it is a logical follow-on to the Services being performed under a previously issued Task Order, provided that all General Contractors were given a fair opportunity within their group to be considered for the original award of the Task Order;
d) It is necessary to place a Task Order to satisfy a General Contractor's minimum guarantee in its Contract; or
e) A General Contractor's amount of compensation exceeds its Maximum Amount, as defined in Section 4.01 of the Contract, and the CHA, in its sole discretion, has not increased the General Contractor's Maximum Amount; which thereby may not allow the General Contractor to receive an opportunity to be considered for a Task Order within its assigned group.

Any proposed utilization of the Exceptions to Task Order Selection Considerations shall have the prior written approval of the CHA's Director of Procurement and Contracts.

5. Requests for Services.

a) From time to time, the CHA may issue an RFS that will describe the Scope of Work that shall be governed by the Contract. The RFS will set forth:

i. A scope of work;
ii. Technical Specifications;
iii. Drawings;
iv. A schedule of work; and
iv. The required completion date or duration of the work.

By accepting the General Contractor's Proposal and issuing a Notice-to-Proceed in response to a particular RFS, the Contract will be deemed to have been amended to include any such special conditions pursuant to the Contract, but with respect to that Project/Task Order only.

b) The General Contractor acknowledges and agrees that:

i. The CHA is under no obligation to issue any work pursuant to a RFS;
ii. The General Contractor is solely responsible for any and all costs incurred to respond to RFSs;
iii. The level of Services requested may vary by Project;
v. The CHA, at the sole discretion of the Director of Procurement and Contracts, may enter into similar agreements with other pre-qualified General

Contractors and award work to them pursuant to a RFS, or enter into similar agreements for construction services pursuant to separate procurements;

vi. The CHA, at the sole discretion of the Director of Procurement and Contracts, may amend the General Contractor's Maximum Amount, as defined by Section 4.01 of the Contract; and

vii. The CHA, at the sole discretion of the Director of Procurement and Contracts, may not offer the General Contractor an opportunity to participate in Task Order bidding opportunities if the General Contractor has exceeded its Maximum Amount. Such determination may be based upon the General Contractor's performance, capacity or the CHA's need to maintain adequate competition for the Task Orders.

c) The CHA will review each submitted sealed bid and issue a Task Order to the General Contractor whose Firm Fixed Lump Sum Price is deemed to be the lowest responsive, responsible bid and is in the best interest of the CHA, unless the CHA, at its sole discretion, chooses not to award a Task Order.

d) Any General Contractor who fails to submit a requested bid, not excused, as provided in Section 2.02(A)(5)(e) below, for any three (3) bid opportunities per Contract year may have its Contract terminated for default, thus voiding all minimum Contract payment guarantees. In such instance, the General Contractor acknowledges and agrees that it shall not be entitled to any minimum Contract guarantees. Default pursuant to this Section 2.02(A)(5)(d) is not subject to cure and shall result in immediate termination.

e) The General Contractor is permitted two (2) unexcused failures per Contract year to submit bids for bid opportunities during the term of the Contract. If the General Contractor chooses not to respond to a RFS, a written notice with the reason it is not responding must be submitted to the Procurement Specialist as soon as possible as specified in the RFS, but no later than prior to the deadline to respond to such RFS. The CHA, in its sole discretion, shall determine whether the reason stated in the General Contractor's written notice of its choice not to submit a bid for such RFS is sufficient to excuse the General Contractor's failure to submit a bid for such RFS. Such reasons for excuse may include, but may not be limited to, lack of bonding capacity, lack of capacity or such other reasons outside of the General Contractor's control. Adequate documentation shall be required to support any reason for not submitting a bid for an RFS. If the General Contractor's failure to submit a bid is excused, such failure will not count towards the condition stipulated in Section 2.02(A)(5)(d) above.

f) Submitting a bid after the submission date required by a RFS shall be considered a failure to respond to a RFS and shall count towards the condition stipulated in Section 2.02(A)(5)(d) above.

g) After analysis by the CHA, if the CHA determines that (1) the General Contractor's bid bears no reasonable relationship to the CHA's independent cost estimate for the RFS or the mean of the bids submitted by the other general contractors responding to the RFS or (2) the General Contractor's bid bears no reasonable relationship to the RFS, the CHA may, in its sole determination, disqualify the General Contractor's response to the RFS as non-responsive. Such

disqualification shall count towards the condition stipulated in Section 2.02(A)(5)(d) above.

h) The CHA's acceptance of a Firm Fixed Lump Sum Price to a RFS will be demonstrated by the issuance of a Task Order and a Notice-to-Proceed signed by the Director of Procurement and Contracts, or his/her designee, which directs the General Contractor to perform the Services in accordance with the Task Order. The General Contractor will not commence Services, and the CHA will not be liable for any costs incurred by, or for payments to be made to, the General Contractor without a Notice-to-Proceed so executed.

i) Task Orders may be issued through the last day of the term of the Contract. If the Task Order work is not completed within the term of the Contract, the General Contractor's work under the Task Order shall continue until final completion.

B. Claims for Additional Costs

In the event that additional Services not described in the Task Order are discovered to be necessary or are requested by the CHA, the General Contractor must submit a Task Order Modification on a form approved by the CHA for those additional Services within seven (7) calendar days of said discovery or request. Upon receipt of written approval, the General Contractor shall proceed to complete the additional Services. Without said written approval, the General Contractor shall not be allowed any additional costs. In any event, the General Contractor may not make any claims against the CHA for equitable adjustments; additional costs, direct or indirect; or fees after completion of a Task Order assignment.

C. Online Contract Compliance System

The CHA maintains an online contract compliance system which provides various work-flow automation features to improve reporting processes. The online contract compliance system will be used to monitor contract compliance, and the General Contractor and its subcontractors shall be required to use the secure web-based system to submit all information related to compliance for each Task Order. Prior to commencing work on any Task Order, the CHA will provide the Contractor access to its online contract compliance system.

Accordingly, the General Contractor expressly agrees that it, and its subcontractors, shall provide the required compliance data to the CHA via its electronic system available at https://cha.diversitycompliance.com/. The General Contractor acknowledges that it and its subcontractors are responsible for responding by any noted response dates or due dates to any instructions or requests for information, and checking the electronic system on a regular basis to manage contact information and contract records. The General Contractor also acknowledges that it is responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

The General Contractor shall flow down this provision to subcontractors at every tier.

ARTICLE 3. TERM OF CONTRACT

Section 3.01 Term of Contract

The term of this Contract is two (2) years from the date of the first Task Order award to any General Contractor awarded a contract under the RFP, or until the Contract is terminated in accordance with its terms, whichever occurs first. The General Contractor acknowledges and agrees that Task Orders may be issued through the last day of the term of the Contract, and that Task Order work not completed within the term of the Contract shall continue until final completion of that Task Order work.

Section 3.02 Contract Extension Options

The CHA, at its sole discretion, may extend this Contract for one (1) additional one (1) year option period, subject to CHA Board approval. Any extension shall be under the same terms and conditions as this original Contract. The Contract shall be modified to reflect the time extension in accordance with the provisions of the Contract.

Section 3.03 Timeliness of Performance

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

ARTICLE 4. COMPENSATION AND PAYMENT

Section 4.01 Compensation

The amount of compensation that the General Contractor may receive under this Contract shall be no less than $50,000 ("Minimum Amount"), but shall not exceed $1,500,000 ("Maximum Amount"), subject to all conditions and requirements as contained in the Contract Documents. The General Contractor acknowledges and agrees that any increase to the Maximum Amount is within the sole discretion of the CHA. The General Contractor agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond the firm fixed amount of its Task Order(s) without a prior written amendment to the Contract authorizing said additional work and payment. The General Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work of each Task Order is completed within the amount for such Task Order.

ARTICLE 5. GENERAL CONDITIONS

Section 5.01 Entire Agreement

This Contract 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 Contract and any Exhibits that have been incorporated by reference, the terms of the Contract shall control.

ARTICLE 6. AUTHORITY

Section 6.01 CHA's Authority

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

Section 6.02 General Contractor's Authority

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

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

CHICAGO HOUSING AUTHORITY

BY: _____
Valerie L. Hawthorne-Berry, Director
Procurement and Contracts

APEX CONSTRUCTION GROUP, INC.

By: _____
Print Name: Valentino Couse
Title: President

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

BY: _____
Scott W. Ammarell
General Counsel