



**ELEVATE**

Equity through climate action

# Evanston Green Homes

Pilot for Climate-Resilient Affordable Housing in Evanston

Construction Contractor Request for Qualifications

Includes Addendum A: Question and Answers Issued 9/6/2024



**ELEVATE**

## Overview

The Evanston Green Homes Pilot Program (the “Program”) is a program supported by the City of Evanston to carry out renovations of existing affordable housing stock, with a focus on making buildings more climate-resilient, energy-efficient, and healthy. The City of Evanston has provided the initial funding to support the Program, which is being implemented by the Center for Neighborhood Technology (CNT), which has engaged Elevate Energy (“Elevate”) to carry out certain Program work, including identifying qualified, licensed contractors through this Construction Contractor Request for Qualifications (RFQ), which is a precursor to specific projects. Requests for proposals (RFPs) for specific projects will be issued to the contractors identified through this RFQ. By successfully responding to this RFQ and becoming a “Qualified Respondent”, a contractor becomes eligible to submit bids on specific RFPs for the Program.

### Timeline:

- Questions due to [greenhomes@elevatenp.org](mailto:greenhomes@elevatenp.org): September 3, 2024
- Addendum with answers to questions received issued by: September 6, 2024
- Final responses due to [greenhomes@elevatenp.org](mailto:greenhomes@elevatenp.org) by: 11:59 p.m. (CT) on September 16, 2024

Each contractor that becomes a Qualified Respondent will be included in the eligible contractor pool, so long as the contractor remains compliant with all terms and conditions of the Program.

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\* These forms are required to be completed and submitted as part of the response package to this RFQ along with the certificate of insurance.

## Point of Contact

This RFQ is issued by Elevate Energy (“Elevate”) in its capacity as a contractor the Center for Neighborhood Technology, which is administering the Program. Elevate is the sole point of contact regarding all bidding and contractual matters relating to the services described in this RFQ. Elevate may change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFQ and any potential contract(s) awarded because of this RFQ, or a corresponding RFP in its sole discretion. The primary point of contact at Elevate for this RFQ is Michael Gatto:

Michael Gatto  
Construction Manager, Building Electrification  
Elevate Energy  
322 S. Green St., Suite 300  
Chicago, IL 60607  
[greenhomes@elevatenp.org](mailto:greenhomes@elevatenp.org)

# Section I

## Statement of Work

### A) Purpose & Background Statement

Elevate seeks qualified contractors to carry out residential construction renovation work, and related services, on a range of single-family and multifamily buildings in Evanston, Illinois.

For the duration of the Program, which runs until December 2025, work will only occur in two Evanston census tracts – 8092 and 8102 as shown in the brown shaded areas in the map below.



Elevate seeks qualified contractors with a track record of success in residential construction, especially those with prior work experience in Evanston, Illinois, rehab experience, building electrification experience, experience leveraging utility incentives and rebates, and/or experience working on existing affordable housing stock.

Elevate expects to perform work on approximately 50 units during the Program, with the goal of expanding the geography and scale of the Program after the pilot phase is completed.

If a contractor anticipates working on more complex multifamily renovation projects which involve plans and specifications that must be submitted to the City of Evanston to retain a building permit, contractors may propose to organize design-build teams which include architects, engineers, or other relevant parties. Any such other parties will be subcontractors to the prime contractor, who will contract with Elevate.

Responses are requested from any qualified contractor in good standing with the State of Illinois, Cook County, the City of Evanston, and all relevant governing jurisdictions.

The selection process under this RFQ will result in the selection of a group of contractors. A successful respondent will demonstrate that they possess the necessary qualifications, structure, and experience to implement a renovation on specific properties identified for participation in the Program in subsequent RFPs. Qualified Respondents will be responsible for all relevant design and plan development, permitting, pre-construction work, and construction work in accordance with agreed-upon plans and specifications as specified in a tri-party contract among the Qualified Respondent, Elevate and the owner of the relevant property(ies), a draft of which is included in this RFQ in Appendix A (the “Construction Agreement”).

## B) Agreement Terms and Conditions

**By applying to this RFQ, a respondent confirms that it agrees to the terms and conditions of the Construction Agreement, or, if respondent cannot comply with any term or condition of the Construction Agreement, respondent will explicitly note any exception, with a justification, to such term or condition with proposed alternative language in its initial submission to this RFQ. Contractors’ exceptions will be reviewed on a case-by-case basis, and may be grounds for disqualification from becoming a Qualified Respondent. Failure to object to any term or condition of the Construction Agreement in respondent’s submission will be deemed acceptance thereof. No changes to the Construction Agreement requested after acceptance into the Qualified Respondent pool will be accepted.**

## C) Scope and Qualifications

Scopes of work will vary by property and may include full building electrification. The range of trades and services includes, but is not limited to, the following:

- Plumbing, including (but not limited to) both exterior water, sewer, and drainage work (in public parkways and on private property), installation of electric water heaters, or interior plumbing.
- Electric, including (but not limited to) upgrading and/or relocating exterior services, electric work associated with the conversion of an HVAC system, water heaters, and/or appliances from gas to electric, and interior electrical work (e.g. LED bulbs).
- Heating, ventilation and air conditioning (HVAC) work, including (but not limited to) installation of heat pumps, ductwork, and electric HVAC systems.
- Window and door replacements
- Insulation, sealing, and caulking of the building envelope
- Roofing improvements
- Architectural and engineering services necessary to develop plans and retain permits for the aforementioned work

Qualified Respondents chosen to perform work on any property under the Program will be required to perform all supplementary tasks necessary to successfully complete the work specified in the applicable scope of work which includes, but is not limited to:

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- Develop plans, specifications, submittals, and/or material/equipment schedules necessary to retain all permits and approvals required by the City of Evanston and perform the work according to the Qualified Respondent's accepted bid and the Construction Agreement.
- Prepare applications for all permits required by governing jurisdictions with purview over the project, including but not limited to the City of Evanston and Cook County.
- Procure materials and equipment necessary to carry out the scope of work defined in the Construction Agreement.
- Perform the scope of work according to plans, specifications, code, all applicable laws, and the Construction Agreement.
- Schedule all necessary inspections required by the City of Evanston, obtaining all requisite approvals to advance the scope of work defined in the Construction Agreement. Obtain a final certificate of occupancy and all "close-out" approvals required by the governing jurisdictions with purview over the project.
- Submit applications for payment, including any requisite back-up documentation, to Elevate based on work completed and the agreed-upon payment schedule in the Construction Agreement.
- Provide a certified payroll demonstrating compliance with prevailing wages in accordance with the Illinois Prevailing Wage Act].
- Provide partial and full lien waivers, and a sworn statement with each invoice.
- Provide no less than a 1-year materials and labor warranty on all work performed and materials and equipment installed, including transfer to the applicable property owner any manufacturer's warranty for all installed equipment and appliances.
- Complete any documented punch list items, as determined by Elevate, and the applicable property owner, prior to final payment.

### Respondent must demonstrate experience and expertise in the following:

- For larger projects, developing plans and specifications necessary to apply for and obtain a building permit and all other relevant permits (e.g. right-of-way (ROW) permit or water service permit);
- Appropriately assessing the project length, costs, and scope of work during bidding to deliver a residential renovation job on-time and on-budget;
- Track record of prior work in a particular trade(s) noted above;
- Working with governmental and regulatory authorities on a residential construction project to apply for and obtain permits, pass inspections, and obtain certificates of occupancy and other relevant approvals;
- Communicating with Elevate and the property owner in a timely, professional manner regarding the project status;

## Section II

# Submission Format

To be considered, each respondent must submit a COMPLETE submission in response to this RFQ using the format specified below. There should be no attachments, enclosures, or exhibits other than those required in this RFQ or permitted as optional exhibits, as specifically noted in this RFQ.

### A) Submission

This RFQ is an open solicitation, meaning respondents may submit at any time prior to the due date for final submissions for consideration. Contractors must submit one (1) complete electronic copy of the full response package via email [to greenhomes@elevatenp.org](mailto:greenhomes@elevatenp.org) on or before the deadline.

### B) Response Requirements & Format

This RFQ response package must include the following:

1. Completed Response Form. The Response Form is attached to this RFQ as Attachment A. It must be completed in full and signed by an authorized signatory of the respondent.
2. Certificate of Insurance. Please provide certificate(s) of insurance as per the requirements listed in the Construction Agreement attached to this RFQ as Appedix A; requirements listed in Exhibit B.
3. Completed Conflict of Interest Form. The Conflict of Interest Form is attached to this RFQ as Attachment B. It must be completed in full.
4. Completed M/W/V/EBE Verification Form. The Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, Veteran-Owned Business Enterprise, and Evanston-Owned Business Enterprise (M/W/V/EBE) Verification Form is attached to this RFQ. It must be completed in full. Please note that respondents do not have to be MBE, WBE, VBE or EBE certified business enterprises to participate.
5. Additional Information. Elevate reserves the right to request additional information from any respondent. Contractors that fail to promptly respond to a request for additional information will be disqualified.



## Section III

# RFQ Process Terms & Conditions

### A) Questions

Questions regarding this RFQ may be submitted to Elevate via email at [greenhomes@elevatenp.org](mailto:greenhomes@elevatenp.org) prior to the due date noted in the timeline above. No phone calls will be accepted.

### B) SELECTION CRITERIA

Contractors will be selected to be a Qualified Respondent based on a review of content and quality of their submissions in addressing the requirements in this RFQ. Submittals will be assessed in accordance with the evaluation criteria in the scoring matrix below. Respondents will be notified whether they have been selected.

#### 1) Step I – Initial Evaluation for Compliance

- a) Submission Content – Submissions will be screened for technical compliance including, but not limited to:
- submission of all required materials
  - submission is signed
  - submission satisfies the insurance requirements of this RFQ
- b) Good Standing - Respondent is in good standing in the jurisdiction(s) of contractor's organization.

#### 2) Step II – Criteria for Satisfactory Submissions

- a) Only submissions satisfying Step I will advance to Step II for scoring.
- b) Selection Criteria – Responses to this RFQ will be scored according to the following selection criteria and scoring matrix:

### SCORING MATRIX

<b>Evaluation Criteria</b>	<b>Scoring</b>
Experience (75 points)	
General contracting experience	15
Experience with prevailing wages	5
Plumbing	5
Key personnel	5
HVAC experience	10
Leveraging Utility Incentives	5
Weatherization experience	5
Media review (reputational component)	5
Electrical	5

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Evanston based	5
Energy efficiency, beneficial electrification experience	10
Diversity (20 points)	
Certified MBE or WBE	10
Eligible to be certified MBE or WBE	5
Hires diverse subcontractors	5
Compliance (5 points)	
Current General Contractor License	5
Total	100

### C) NO GUARANTEE OF WORK

Acceptance into the Qualified Respondent pool does not guarantee any work or minimum fee to be paid to any contractor. By submitting a response, respondent agrees that becoming a Qualified Respondent does not mean that the contractor will be selected to perform work on any project following the issuance of specific RFPs. Work will be performed subject to entering into a construction agreement with Elevate and the owner of the property specified in such agreement.

### D) CONFLICTS OF INTEREST

In the Conflict of Interest Form attached to this RFQ as Attachment B, you must certify that no conflict of interest exists that would make respondent ineligible to participate as a Qualified Respondent and/or disclose, any actual, potential or perceived conflict of interest. The completed and signed Conflict of Interest Form must be included as part of your response.

### E) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in a narrative in respondent's submission, by submitting a response, respondent certifies that there is no criminal litigation, investigation or proceeding involving the respondent including, but not limited to, any litigation or proceedings under the Sarbanes-Oxley Act and/or a claim or written allegation of fraud or breach of contract against respondent by a governmental or public entity arising out of respondent's business dealings with governmental or public entities. In addition, respondent must disclose in its response any material civil litigation, arbitration or proceeding to which the respondent is a party and which involves disputes that might reasonably be expected to adversely affect the viability or financial stability of the respondent, or otherwise prohibit respondent from carrying out its duties as a Qualified Respondent. Details of any actions or settlements which respondent is prevented from disclosing due to attorney-client privilege or under the terms of the settlement may be annotated as such.

### F) FALSE INFORMATION

If Elevate determines in its sole discretion that a respondent purposefully or willfully submitted false information in response to this RFQ, the respondent will be disqualified.

### G) RFQ TERMS

Nothing in this RFQ constitutes an offer or agreement to make an offer of any kind.

Notwithstanding anything to the contrary in this RFQ, with respect to this RFQ and any subsequent RFP for the Program, Elevate reserves the right to:

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1. reject any and all submissions.
2. waive any errors or irregularities in any submission.
3. rebid a project after issuance of an RFP.
4. revise or reduce the scope of a project after issuance of an RFP, and rebid or negotiate with any Qualified Respondent regarding a revised project.
5. defer or abandon a project after issuance of an RFP.
6. amend, revise or cancel this RFQ and/or any RFP.
7. request clarification of information submitted and request additional information of one or more respondents regarding their responses to this RFQ and/or any RFP.

### H) RESPONDENT'S COSTS

Each respondent is responsible for its costs incurred in the preparation and submission of its response to this RFQ, as well as in any subsequent responses (for example, in response to a request for more information).

# Attachment A

## Evanston Green Homes

### Request for Qualifications Response Form

#### General Information

Contractor Legal Name: \_\_\_\_\_

Unique Entity ID\*: \_\_\_\_\_

Type of Business Entity (e.g., corporation, limited liability company, etc.):

\_\_\_\_\_

Contractor State of Organization: \_\_\_\_\_

Contractor's DBA (if any): \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

Contractor's Telephone #: \_\_\_\_\_

Contact's Email Address: \_\_\_\_\_

Name and Title of Authorized Signatory for the Contractor: \_\_\_\_\_

\_\_\_\_\_

\*If you do not currently have a Unique Entity ID, you can obtain one at [sam.gov](https://sam.gov). Contractors must obtain a Unique Entity Identifier to participate in the Program.

#### COMPANY SUMMARY

Please provide a detailed description of the contractor's history, the services and/or goods which it provides, and the specific types of work which it anticipates performing in response to this RFQ. Please indicate whether you have general contracting experience and if you have a current general contractor license. Also please indicate whether you can self-perform any of the capabilities listed in the Evaluation Criteria above, such as weatherization, HVAC, electrical, and plumbing. If applying as a design-build team, provide a summary of each member of the team. If necessary, you can attach a separate page:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## PREVAILING WAGES

Has the contractor previously complied with prevailing wage requirements, such as the Illinois Prevailing Wage Act or the Davis-Bacon Act?

Yes

No

## TRACK RECORD

Has the contractor performed prior projects in Evanston similar to the anticipated work that will occur in the Program?

Yes

No

Please provide examples of two to three prior projects which demonstrate the contractor’s abilities to perform work in response to this RFQ. Prior projects in Evanston are preferred. Please include details such as project descriptions, the scope of work, project budget, project timeline, whether utility incentives were leveraged, and any additional information considered relevant that will assist Elevate in assessing organizational competency in delivering on projects in response to this RFQ. Please address the scoring evaluation criteria listed above in your project descriptions. If necessary, you can attach a separate page. If applying as a design-build team, each team member should provide project examples.

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## CERTIFICATIONS

By submitting this application and a response to this RFQ, contractor certifies to the following:

- All applicable taxes due from respondent are paid as of the date of respondent's submission to Elevate and the respondent owes no outstanding debt to the State of Illinois, Cook County, or the City of Evanston.
- Except as otherwise disclosed in a narrative in respondent's submission, respondent is not in material default or breach of any contract or agreement that it may have with Elevate, CNT, the City of Evanston (including any of the City's departments, commissions, boards or agencies, or any other public body in the City of Evanston). Further, respondent certifies that it has not been a party to any contract with the City of Evanston or any public body that was terminated within the previous five (5) years because the respondent failed to perform or otherwise breached an obligation of such contract.
- Respondent acknowledges that becoming a Qualified Respondent does not mean that the Qualified Respondent will be selected to perform work on any project following the issuance of specific RFPs.

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Signature of Authorized Signatory

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Date

## Attachment B

### Contractor Conflict of Interest Form

\_\_\_\_\_, (“Contractor”) hereby certifies that it has conducted a diligent and thorough investigation into whether an actual, potential or perceived conflict of interest exists between the Contractor and Elevate Energy, Center for Neighborhood Technology, and/or the City of Evanston (including any official, officer, director, employee, contractor or agent of any of the foregoing) and has determined:

- Contractor has no actual or potential conflict of interest.
- Contractor has discovered the following actual or potential conflict of interest (Provide detailed explanation):

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, its submission to this RFQ will be disqualified. Further, Contractor agrees that, if selected as a Qualified Respondent, Contractor will promptly disclose any conflict of interest (actual or potential) that arises during Contractor’s participation as a Qualified Respondent in the Program. “Contractor” includes, without limitation, any owner, shareholder, member, partner, director, officer, employee, contractor, related party or agent of the contractor responding to this RFQ.

Generally, a conflict of interest exists when a public worker has an interest, either directly or indirectly (for example, through a member of the public officer’s immediate family or household) in any contract, work, or business of the public body such worker serves. An interest may include a financial benefit or some other tangible or intangible item of value. This may include, but is not limited to, receipt of gifts, other item of value or favors from a contractor or vendor over which the public worker has decision-making authority. A conflict of interest may be actual, possible or perceived. A perceived conflict of interest occurs in situations where someone might reasonably perceive there to be such benefit and influence.

In addition to Contractor’s other certifications herein, Contractor certifies that it has not, nor has any other party included in Contractor’s response (for example, a member of Contractor’s design-build team, hereinafter an “Applicable Party”) or any affiliated entity of either Contractor or any Applicable Party within the last three years: (1) bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Evanston, the State of Illinois or any agency of the federal government or of any state or local government in the United States of America; (2) agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (3) made an admission of such conduct described in (1) or (2) above, but has not been prosecuted for such conduct.

Failure by the respondent to disclose a conflict of interest, be it real, potential, or perceived, or to fraudulently make any certification herein will result in disqualification.



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(Name, Title, and Signature of Authorized Representative of Respondent)

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Date

## M/W/V/EBE Verification

Check if the applying contractor qualifies as any of the following:

- Veteran Business Enterprise (VBE) where veterans own at least 51% interest and also control management and daily business operations.
- Minority Business Enterprise (MBE) where Black / Indigenous / People of Color (BIPOC) own at least 51% interest and also control management and daily business operations.
- Women Business Enterprise (WBE) where a woman or women own at least 51% interest and also control management and daily business operations.
- Evanston Business Enterprise (EBE) where the business is physically headquartered in Evanston, and/or Evanston residents own at least 51% interest and also control management and daily business operations.

A key Program goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, Veteran Business Enterprises, and Evanston Business Enterprises (M/W/V/EBE). Qualified Respondents bidding on projects through the Evanston Green Homes Pilot Program must work to meet this goal.

By signing this M/W/V/EBE Certification, the Qualified Respondent verifies that they will make their best effort to meet the M/W/V/EBE programmatic goal. When bidding on projects, Respondent acknowledges that RFPs may request information such as (but not limited to) the portion (by dollar cost) of a project being performed by M/W/V/EBEs, information on M/W/V/EBEs utilized, documentation to verify M/W/V/EBE status, and other relevant documentation prior to and during construction, as requested by the Evanston Green Homes team to track M/W/V/EBE participation. Further, if the bidder is an M/W/V/EBE contractor, the Respondent acknowledges that they may be asked to provide documentation that verifies their status and the percentage of work self-performed, in order to meet the M/W/V/EBE goal.

If the Respondent seeks to provide a description of how they aim to meet the aforementioned M/W/V/EBE goal, Respondent may submit an optional one-page summary detailing their M/W/V/EBE engagement strategy.

Name of Authorized Representative of Respondent: \_\_\_\_\_

Signature Attesting to M/W/V/EBE Commitment: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**FORM EVANSTON GREEN HOMES PILOT PROGRAM**  
**TRI-PARTY AGREEMENT**

THIS AGREEMENT (this “**Agreement**”) is entered into as of the “**Effective Date**” below by and among Elevate Energy (referred to herein as the “**Grant Administrator**” and “**Elevate**”), the “**Owner**” named below and the “**Contractor**” named below. This Agreement governs the terms of participation of the parties hereto in the work (including any materials, equipment or goods included as part of such work) specified in this Agreement (collectively the “**Work**”) which will be performed under a grant by the City of Evanston, Illinois (the “**City**”) in connection with the City’s “Green Homes Pilot Program” which endeavors to fund allowable work on residential buildings located in certain areas of Evanston, Illinois (the “**Program**”).

**Effective Date:** \_\_\_\_\_

**Grant Administrator:** Elevate Energy  
322 S. Green Street, Suite 300  
Chicago, Illinois 60607  
Contact:  
Email Address/Phone:  
Signature:  
Name/Title of Signatory: Abigail Corso, Chief Strategy Officer

**Owner Name:** \_\_\_\_\_  
**Owner Address:** \_\_\_\_\_  
**Owner City/State/Zip Code:** \_\_\_\_\_  
**Owner Email Address/Phone:** \_\_\_\_\_  
**Owner Signature:** \_\_\_\_\_

**Contractor Legal Name:** \_\_\_\_\_  
**Contractor Contact:** \_\_\_\_\_  
**Contractor Address:** \_\_\_\_\_  
**Contractor City/State/Zip Code:** \_\_\_\_\_  
**Contractor Email Address/Phone:** \_\_\_\_\_  
**Contractor Signature:** \_\_\_\_\_  
**Name/Title of Contractor Signatory:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_  
**Property City/State/Zip Code:** \_\_\_\_\_

**Proposal:** The Work is to be performed by Contractor as specified in Contractor’s proposal attached hereto as **Exhibit A** (the “**Proposal**”), which is incorporated into and forms an integral part of this Agreement only to the extent explicitly provided herein. The Proposal is attached only as a convenience and to expedite the preparation of this Agreement and only the portions of the Proposal which describe the details, specifications, performance times, and pricing for the Work shall be deemed to be incorporated into this Agreement, and only to the extent consistent with the other provisions of this Agreement. Terms or conditions included in the Proposal, if any, that could operate, or be interpreted, to modify this Agreement shall be of no force or effect.

**Grant Amount:** \$ \_\_\_\_\_

**Authority.** Each person executing this Agreement above represents that he/she is the duly authorized representative of the party on whose behalf he/she is signing, and that he/she has the authority to fully bind that party to the terms and obligations of this Agreement. **By signing above, each party acknowledges that it has read and understands and agrees to be bound by the terms of this Agreement.**

## **GRANT TERMS AND CONDITIONS**

**1. Purpose; Program Eligibility.** The purpose of the Program is to provide funding offered by the City to help residents feel healthier in their homes and lower utility bills. Through the Program, Elevate grants funds it receives from the City to conduct allowable repairs in eligible properties. To be eligible to participate in the Program, Owner must own the Property, which must be a residential property located within the eligible Program area within the City of Evanston, Illinois and meet any other eligibility requirements of the City. Additionally, the Property must be Owner’s primary residence. Program allowable measures may include electrical systems upgrades; insulation; new windows or doors; rooftop solar panels; flood prevention measures; lead pipe replacement and other measures as determined by the City, and which will be determined on a case-by-case basis based on the needs of the Property. Subject to the terms of this Agreement, Elevate agrees to pay the Grant Amount set forth above (the “**Grant**”) in exchange for Owner’s and Contractor’s compliance with the terms hereof including, but not limited to Contractor’s completion of the Work. Time is of the essence in the performance of Owner’s and Contractor’s obligations under this Agreement.

**2. Entire Agreement.** This Agreement consists of: (a) the Grant Agreement which includes these Grant Terms and Conditions; (b) the Proposal set forth in Exhibit A; and (c) with respect to Contractor, the Elevate Energy Contractor Terms and Conditions set forth in Exhibit B (the “**Contractor Terms**”). The terms of the Proposal will only apply to the extent of the specifications of the Work. No amendment to this Agreement will be binding on any of the parties unless it is in writing and signed by all parties.

### **3. Costs; Payments.**

A. Costs. The Grant Amount is a not-to-exceed amount. Neither Elevate, nor Owner will be liable for any amount in excess of the Grant Amount. Any change order or additional work approved by Owner, or any work or materials approved by Owner outside the scope of Work subject to this Agreement shall be the sole responsibility of Owner.

B. Payments. Elevate shall pay the Grant directly to Contractor within thirty (30) days of receipt of an invoice from Contractor and satisfactory completion of the Work as determined by Elevate in its sole discretion. Elevate may withhold funds if either Owner or Contractor breaches this Agreement beyond the applicable cure period.

**4. Elevate Obligations.** Elevate:

- A. Will pay Contractor the Grant for the Work properly performed.
- B. Will provide Owner and Contractor with scope clarification, as determined by Elevate in its reasonable judgment.
- C. May conduct a quality assurance inspection of the Work in progress and/or upon completion.

**5. Owner Obligations.** Owner owns the Property, and has the authority to enter into and perform Owner's obligations under this Agreement. Owner hereby agrees to:

- A. Grant to Elevate, Contractor and their respective employees, agents, subcontractors and representatives the right to enter the Property for the purposes of performing their respective obligations under this Agreement. If any part of the Property is a rental unit then, subject to applicable law, Owner shall obtain the permission of any tenant or occupant of such rental unit and provide access to such rental unit within forty-eight (48) hours of a request with respect to the common areas of the Property and within seventy-two (72) hours of a request for access to any rental unit occupied by at third-party tenant.
- B. Not seek to enforce any warranty against Elevate or the City. Owner understands and agrees that neither Elevate, nor the City warrants the Work. Further, neither Elevate nor the City shall be responsible for the Work or any act or omission of Contractor. All warranties for the Work shall be the responsibility of Contractor or, with respect to any appliances or equipment installed or provided as part of the Work ("**Equipment**"), the manufacturer of such Equipment.
- C. Warrants that the Property is used primarily to provide housing for income-eligible households. Income-eligible households are defined as those whose gross income does not exceed 80% of the area medium income. regular income limits as determined by the Illinois Housing Development Authority Maximum Income Limit Schedule. Additionally, Owner agrees to use reasonable efforts to maintain the Property as housing for Low to Moderate Income Households for a period of sixty (60) months (the "**Covenant Period**") after completion of the Work. Owner acknowledges and agrees that the affordability requirement is and shall continue to be a covenant that runs with the Property for the full Covenant Period. In the event Owner breaches the covenant herein, upon demand by the City, Owner shall repay to the City the prorated Grant Amount calculated based on a monthly basis beginning on the first day of the month in which the breach occurs.
- D. grant to Grant Administrator a perpetual, non-exclusive, universal, fully paid-up license to use any information Elevate or Contractor obtains about the Property for Grant Administrator's business purposes including, but not limited to, to create a written and/or videographic case study. Such information may include, but is not limited to, a description of the Work, photographs showing the before and after condition of the Property, Owner's pre- and post-Program operating costs and rental income, and details about the cost of the Work, energy savings, lessons learned, and recommendations for future programs and/or projects. This license shall be subject to all applicable laws regarding privacy and intellectual property rights.
- E. To the extent allowed by law, indemnify, defend and hold harmless Elevate, the City, the Center for Neighborhood Technology and the officers, directors, employees and agents of the foregoing, and the Owner (each an "**Indemnified Party**") from and against any claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees and costs of investigation, that any Indemnified Party may incur, directly or indirectly, arising out of or resulting from Owner's: (i) breach of its obligations under

this Agreement; or (ii) any negligent or willful act or omission of Owner (including any occupant, tenant or visitor of or to the Property) in connection with this Agreement.

**6. Contractor Obligations.** Contractor shall:

- A. Perform the Work in accordance with this Agreement including the exhibits referenced herein and attached hereto.
- B. Warrant the Work for no less than one (1) year. Additionally, Contractor will transfer the manufacturer's warranty on any Equipment to Owner.
- C. Coordinate with Elevate and Owner to schedule and perform the Work within thirty (30) days of the date of this Agreement.
- D. To the extent allowed by law, indemnify, defend and hold harmless Elevate, the City, the Center for Neighborhood Technology and the officers, directors, employees and agents of the foregoing, and the Owner (each an "**Indemnified Party**") from and against any claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees and costs of investigation, that any Indemnified Party may incur, directly or indirectly, arising out of or resulting from Contractor's: (i) breach of its obligations under this Agreement; or (ii) any negligent or willful act or omission of Contractor (including any officer, employee, subcontractor or agent of Contractor) in connection with this Agreement.
- E. Not employ any subcontractor without the prior written permission of Elevate. Each subcontractor shall be required to comply with the terms of this Agreement including, without limitation, all insurance and certification requirements hereof. Contractor shall promptly provide any additional information about any subcontractor requested by Elevate. Contractor shall remain liable for the acts or omissions of its subcontractors, including any subcontractor's compliance with the terms of this Agreement.

**7. Mutual Obligations.** Each party to this Agreement agrees to perform its obligations in accordance with all applicable federal, state and local laws.

**8. Termination.** Unless cured within forty-eight (48) hours of receipt of notice of a breach provided by any non-breaching party, either or both of the non-breaching parties may terminate this Agreement upon notice to the others. Any such notice of termination will identify the alleged breach or cause in reasonable detail. Additionally, each party has the right to terminate this Agreement without cause by providing no less than thirty (30) days' prior written notice to the other parties, provided, however, that: (i) Contractor has not begun the Work; (ii) if Owner terminates this Agreement without cause prior to completion of the Work, Elevate's payment obligations hereunder will immediately cease and Owner will be responsible for payment of all amounts due to Contractor for Work performed prior to the date of termination; and (iii) if Contractor terminates this Agreement without cause, Contractor will not be entitled to payment for any Work performed. Further, Elevate may terminate this Agreement immediately upon notice if Contractor fails to commence, or Owner fails to allow commencement of, the Work within thirty (30) days of the date of this Agreement.

**9. City Is Third-Party Beneficiary.** The parties hereto acknowledge and agree that the City is an intended third-party beneficiary and may enforce the terms of this Agreement. Further, no amendment or waiver of any provision of this Agreement that would adversely affect the rights of the City shall be effective without the written consent of the City.

**10. Independent Contractor.** The parties are independent contractors with respect to one another and this Agreement, and no party hereto shall be construed to be the agent of, or have the right to act on behalf of, any other party under any circumstances.

**11. Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.

**12. Assignment.** Except as explicitly provided in this Agreement, neither Owner, nor Contractor shall have the right to assign this Agreement or any of their rights or obligations under this Agreement to any party without the prior written permission of Elevate, which will not be unreasonably withheld.

**13. No Waiver.** No delay on the part of Elevate in exercising any of its rights under this Agreement, at law or in equity will operate as a waiver of such rights. Elevate's remedies are cumulative and the exercise of one will not prevent Elevate from exercising any other right or remedy.

**14. Notices.** Any notice provided must be in writing to the address of the parties in this Agreement (or any substitute address provided to the other parties in accordance with this section) and shall be deemed effective upon the earlier of personal delivery (including delivery by email with proof of transmission) or upon receipt or rejection of delivery by a reputable courier with proof of delivery or rejection.

**15. Counterparts.** This Agreement may be executed in any number of counterparts each of which will be deemed an original but all of which together shall constitute one and the same agreement. A signed copy of this Agreement transmitted by email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

**16. Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto. The exhibits to this Agreement are as follows:

Exhibit A – the Proposal

Exhibit B – Contractor Terms

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**EXHIBIT A**

**PROPOSAL**

[Remainder of page intentionally left blank. The Proposal begins on the following page.]



**Exhibit A  
Proposal**

## EXHIBIT B

### CONTRACTOR TERMS

1. Performance of the Work. Contractor, in connection with the above-referenced Property, agrees to provide all labor, materials, supervision, scaffolding, equipment, machinery, tools, utilities, services and insurance necessary to perform the work described more fully herein (the "**Work**"), all to the satisfaction of Elevate and in strict accordance with this Agreement. Elevate shall pay Contractor the Subgrant Amount for the proper and timely performance of the Work. Contractor shall be solely responsible for all means, methods, techniques and sequences involved in performing the Work.

2. Schedule and Delay.

A. Schedule. Contractor agrees to begin the Work promptly upon receipt of Elevate's notice to proceed, and to complete the Work according to the schedule. Contractor may only update the schedule as necessary if approved in writing by Elevate (which may be provided by electronic mail). Contractor shall have all materials, equipment and necessary work crews on the job in order to perform the Work on schedule. Contractor agrees to have adequate personnel on the Work site every scheduled work day, so as not to delay the Work.

B. Delay. Contractor shall take all necessary actions required to remedy any delay due to the fault of Contractor or anyone working under Contractor, including, without limitation, providing additional forces to perform the Work, or working overtime at Contractor's sole cost and expense. Elevate shall also have the right, but in no event will be under any obligation, to supplement Contractor's forces, without termination of this Agreement, in the event Contractor fails to take the measures set forth above for curing Contractor's delay in performing the Work, the cost of which shall be deducted from any amounts otherwise due Contractor hereunder. Contractor shall be responsible to Elevate for damages resulting from delay caused by Contractor or anyone working under Contractor. Contractor shall be entitled to a time extension for all delays in the Work caused by Elevate, Owner, the City or other events beyond the reasonable control of Contractor and such extension of time shall constitute Contractor's sole and exclusive remedy for damages caused by such delay. Contractor shall not be entitled to any additional costs for delays caused by events beyond the control of Elevate.

3. Site Conditions. Contractor represents and warrants that it has, by careful examination and evaluation, satisfied itself as to: (i) the nature, location, layout and character of the Work site, including, without limitation, the surface and subsurface; (ii) the quality, quantity, availability and cost of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by this Agreement; and (iii) all other matters or things which, in the professional judgment of Contractor, could in any manner affect the performance of the Work. Contractor shall notify Elevate in writing immediately of any issues at the Work site that may impact the progress, safety or cost of the Work. Contractor's failure to notify Elevate in writing in advance of conditions that might lead to a claim by Contractor for additional compensation shall be deemed a waiver by Contractor of such claim.

4. Work Site Management. Contractor acknowledges that the Work may be performed at a location where Owner and others are residing. Subject to applicable law, Contractor shall follow

the reasonable requirements of Elevate and Owner. Contractor shall maintain good order among its agents and employees performing the Work, and shall be responsible for compliance with all applicable safety requirements, regulatory compliance and any limitations on hours of operation, staging and storage areas, construction parking, use and shutdown or interruption to the Property facilities and utilities, temporary signage, and ingress and egress to occupied areas or common areas. Contractor shall be completely responsible for all safety requirements relative to the Work. Subject to applicable law, Contractor shall remove from the Work site any employee or subcontractor personnel that Elevate or Owner reasonably deems to be detrimental to the ongoing operation and occupancy of the Property. In the event Contractor fails to keep the Work site free of unnecessary trash and debris from its operations, Elevate shall notify Contractor in writing, and if Contractor fails to cure the problem within twenty-four (24) hours of the written notice, Elevate may hire other forces to remove the trash and debris and charge the cost against any funds otherwise due to Contractor.

5. Subcontractors. No subcontractor or consultant of Contractor shall be permitted to perform any part of the Work without the written consent of Elevate. A subcontractor shall be removed from the Work if Elevate reasonably determines that the subcontractor's work or activity is detrimental to the orderly progress of the Work. Contractor shall have complete and direct responsibility for the acts and omissions of Contractor's employees, agents, subcontractors, and consultants. Contractor shall ensure that the terms of each subcontract and purchase order bind each subcontractor and supplier to the terms of this Agreement. Contractor shall promptly furnish Elevate with a written list of all subcontractors and suppliers retained for the Work at any time during the term of this Agreement. Contractor shall ensure that all subcontractors maintain insurance of the types and limits required in this Agreement.

6. Insurance. Contractor shall furnish and maintain in effect during the term of this Agreement the insurance coverage described below, which shall be placed with insurance companies authorized to do business in the State in which the Property is located:

A. Worker's Compensation Insurance. Worker's Compensation or similar insurance in amounts and in form in accordance with all statutory requirements, and Employer's Liability Insurance with limits of not less than \$500,000 per accident, \$500,000 per disease and \$1,000,000 policy limit on disease.

B. Commercial General Liability Insurance. Commercial General Liability Insurance on an occurrence basis which shall include: bodily injury, property damage, personal injury, sickness, disease, products, completed operations, blanket contractual and broad form property damage coverage, with a per occurrence limit of not less than \$1,000,000 and general aggregate limit of not less than \$2,000,000. Contractor may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies.

C. Business Automobile Liability Insurance. Automobile Liability Insurance to insure operations of all owned, non-owned, leased and hired motor vehicles. Limits of liability shall not be less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Policy Requirements. The insurance required of Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Property is located, and rated "A- VII" or better by the most recent edition of Best's Key Rating Guide. Contractor shall, prior to the commencement of Work, furnish to Elevate a certificate of insurance as evidence of the existence of such coverage. Contractor's insurance shall be primary as to any

insurance maintained by Elevate, Owner and/or the City. In no event will the insurance required of Contractor be written for less than any limits of liability required by law.

The Commercial General Liability Insurance required by this Agreement shall name, as additional insureds pursuant to the Additional Insured Endorsement on either Form CG20101185 or CG 20261185, Elevate Energy, the City of Evanston, Illinois, Center for Neighborhood Technology, Owner and each of their direct and indirect parents and subsidiaries, any of their affiliated entities, agencies, successors and assigns and any current or future director, officer, official, employee or agent of any of them, or tenants of Owner (the “**Additional Insureds**”). The Commercial General Liability Insurance and Automobile Liability Insurance shall contain waivers of any and all rights of subrogation against the Additional Insureds and cross liability or severability of interest endorsements.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds. Contractor shall give prompt written notice to Elevate of any and all claims made against any of the insurance policies related to this Agreement during the period in which this policy is required to be maintained.

Before any Work is provided pursuant to this Agreement, Contractor shall furnish to Elevate valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force, including the required amendatory riders and endorsements. Elevate shall be entitled to request, from time to time during the term of this Agreement, to be furnished with updated certificates of insurance evidencing that such coverages remain in full force and effect. All insurance policies required by this Agreement shall bear an endorsement prohibiting such policy from being canceled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Elevate.

Compliance with the insurance requirements of this Agreement shall not be relieved by Elevate's receipt or review by Elevate of any copies of insurance policies or certificates of insurance.

7. Payment. Contractor shall submit to Elevate written invoices for payment in a form approved by Elevate in its reasonable discretion showing the value of Work (on a percentage basis) completed to date, along with substantiating data and information as required by Elevate. A condition precedent to Contractor receiving payments is the delivery by Contractor to Elevate of a sworn statement and waivers of lien, in form approved by Elevate, from Contractor, all subcontractors and suppliers who are furnishing labor, materials or services for the Work. Subject to withholding for improper performance of the Work, defective Work, claims or potential claims of unpaid subcontractors or suppliers, other damage to Elevate or Owner, or otherwise as provided in this Agreement, Contractor shall be paid no later than thirty (30) days after receipt of a properly presented invoice and Elevate's approval of the Work, which will not be unreasonably withheld.

8. Joint checks; Withholding. Elevate may, in its discretion, issue payment checks for portions of a progress payment or the final payment payable jointly to Contractor and any subcontractor, supplier or vendor. Without limiting the generality of the foregoing, if Contractor fails to pay for labor or services performed or materials or equipment supplied in connection with the Work, Elevate may, upon written notice to Contractor, make payments directly for any and all such labor, materials, or equipment and shall deduct the amount of such payment from the amount payable to Contractor. In addition to any other remedies available, in the event of and during

any breach or default by Contractor to perform its obligations pursuant this Agreement, Elevate shall have the right, and Contractor expressly authorizes Elevate, to withhold such amounts and payments to Contractor as Elevate in good faith deems necessary to protect Elevate against or compensate Elevate, the City or Owner for any damage, cost, expense and loss attributable to the foregoing, to cure any breach, default or failure to perform, or to assure the payment of claims of third persons. Elevate shall have the right to apply such sums in such manner as Elevate may in good faith deem necessary or proper to secure protection from or to satisfy such claims, and Elevate shall not be deemed in default by reason of withholding payment under this Agreement in good faith.

9. Compliance with Laws. Contractor assumes all responsibility for complying with all federal, state and local statutes, ordinances, codes, rules and regulations that may apply to the Work, including, but not limited to, the Illinois Prevailing Wage Act or the Davis-Bacon Act and all construction-related disability statutes, regulations and requirements. With respect to the latter requirements, Contractor acknowledges and agrees that all dimensions and requirements are strictly enforced and normal construction tolerances shall not excuse proper compliance with such requirements by Contractor. Contractor shall comply with all statutory and/or contractual safety requirements (including the Occupational Safety and Health Act (OSHA) and state equivalents thereof) applying to its Work and/or those initiated by Elevate or its insurance carriers, and report within twenty-four hours to Elevate any injury to persons or property at any Work site. Contractor shall conform to all requirements of the Immigration Reform and Control Act of 1986, including all substantive and clerical I-9 requirements, and shall comply with all such other applicable statutes or regulations regarding immigration.

10. Taxes. Contractor shall pay all sales taxes, use taxes, social security, old age benefit and unemployment compensation taxes and similar taxes or assessments upon the labor and materials furnished under this Agreement, as required by governmental agencies having jurisdiction over the Work. Upon request, Contractor shall furnish Elevate with documentation concerning payment of such taxes, benefits and assessments.

11. Changes in the Work. No payment will be made for extra work without written authorization signed by an authorized representative of Elevate prior to commencement of said work. Contractor shall not perform any work for, or at the direction of, Owner, a tenant or other person without the express written approval of Elevate. The requirement of prior written authorization may not be waived, verbally or by conduct, by Elevate's representative. In the event of changed work being performed on a "not to exceed" or "time and material" basis, Contractor shall submit for prior approval labor rates, overtime rates, unit prices and equipment rental rates relative to the changed work. All change order costs are subject to full audit, review and approval by Elevate. All labor rates, overtime rates, unit prices and equipment rental rates must be approved in advance, and there shall be no mark-up for general conditions.

12. Performance Requirements. In addition to the foregoing provisions, Contractor shall:

A. Pay for and secure all permits and/or fees which may be required for the execution and/or completion of the Work.

B. Perform all cutting, fitting, patching, sleeving, grouting or sealing that may be required to integrate the Work.

C. Pay for all materials, equipment, labor or services used in, or in connection with, the performance of this Agreement, through the period covered by previous payments received from Elevate, and furnish satisfactory evidence of Contractor's compliance with

the terms of this Agreement, including, if applicable, the requirements of the Davis-Bacon Act or Illinois Prevailing Wage Act regarding payment of prevailing wages.

D. Supply all documents, permits, licenses and certificates required by agencies with jurisdiction over the Work, and as may be reasonably requested by Elevate.

13. Submittals and Record Drawings. If required for the Work, Contractor shall prepare, review, stamp with approval and submit all samples, shop drawings and product data as may be directed by Elevate, and shall not perform Work without approved submittals. Contractor's submittal of shop drawings shall constitute a representation that Contractor has checked all relevant dimensions and other information in the drawings and specifications and that such shop drawings are accurate.

14. Warranty. Contractor warrants to Elevate and each Owner that all materials and equipment furnished shall be new unless otherwise specified, and that all Work and materials furnished under this Agreement shall be of good quality, free from faults and defects and in conformance with this Agreement. Without limiting the foregoing, Contractor shall promptly make good, without cost to Elevate or Owner, any and all defects that appear within a period of three hundred sixty-five (365) days from the date of acceptance of the Work by Elevate. This warranty obligation is cumulative and shall not serve to exclude other remedies of Elevate and/or Owner under this Agreement or applicable law, or change applicable statutes of limitation.

15. Contractor Default. Contractor agrees that, in addition to Elevate's other rights to terminate this Agreement, any one or more of the following shall permit Elevate to terminate this Agreement for cause hereunder: if Contractor fails (a) to begin, continue or complete the Work in accordance with this Agreement; (b) to have sufficient number of personnel available and employed on the job site or sufficient number of persons with the requisite skill for the Work; (c) to perform the Work in strict compliance with this Agreement upon inspection by Elevate or the City of Evanston; (d) to correct any defect, fault, or improper work after written notice to correct such matters; (e) to comply with any term, condition or covenant in this Agreement or as required by law in connection with the Work; or (f) to pay its subcontractors and/or suppliers in a prompt and timely manner. Filing of a voluntary or involuntary petition in bankruptcy, or a general assignment for the benefit of creditors, shall be deemed a default under this Section. No waiver or indulgence by Elevate as to any default shall be deemed to be a waiver of Elevate's right to terminate this Agreement for any subsequent or continuing default.

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# Addendum A

## RFQ Questions and Answers

The following question to this RFQ was submitted prior to the September 3 deadline:

**Q1:** Is this project strictly for General Contractors?

**A1:** No, this RFQ is for any contractor with experience in residential construction as described above. Scopes of work will vary by property and may include full building electrification. The range of trades and services includes, but is not limited to, the following: plumbing, electrical, HVAC, weatherization, roofing, and window and door replacement. The scoring criteria includes points for general contractors, since some projects will involve multiple trades, such as those involving full building electrification.