



ELEVATE

Invitations for Bid: Cook County Leak Repair Program

August 28, 2024	Invitation for Bids (IFB) Published
September 6, 2024, 2:00 PM CDT	Pre-submission information meeting (virtual)
September 9, 2024, 5:00 CDT	Questions deadline
September 13, 2024	All questions and responses posted
September 30, 2024, 5:00 PM CDT	Deadline to submit bid Bid Unsealing/Review Session immediately to follow
October 7, 2024	Notice of Proposed Award
October 21, 2024	Proposed Start of Contract

Instructions to Bidders

Bids are solicited for furnishing the goods, supplies, equipment and/or services as set forth in this solicitation. Bids must be received by Sealed Bid by date and time specified and will be publicly opened and read aloud at the Bid Unsealing/Review session. Sealed Bids that are either mailed or delivered must be enclosed in a sealed envelope, addressed to the Director, Water Programs, and have the project name, closing date, and company name clearly marked on the outside of the envelope. Sealed Bids should be mailed or hand delivered to the following address:

Elevate Energy
Cook County Leak Repair Program
Attn: Director, Water Programs
322 S Green St., Ste 300
Chicago, IL 60607

Sealed Bids received late will be returned; they will not be opened nor considered in the evaluation of the bid. Respondents to this IFB (each a “**Bidder**”) agree, if the bid is accepted, to furnish any and all items upon



which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period of acceptance of this bid must be at least 90 calendar days after the bid opening date.

Table of Contents

Table of Contents2

Program Summary.....2

Background3

Requirements3

Scope of Services5

Fixture Pricing Model7

Health and Safety8

Selection Process and Timeline:8

Evaluation Process9

Bid Protest9

 Elevate’s Reserved Rights9

 Contract Terms..... 10

Appendix A: Eligible Measures: 11

Appendix B: Division of Service Area 13

Appendix C: Contractor Terms and Conditions 14

Program Summary

The **Cook County Leak Repair Program** will help eligible residents lower their bills by repairing water leaks and replacing inefficient and outdated fixtures.

Elevate is seeking up to two (2) plumbing contractors to conduct water efficiency upgrades for qualified residential customers within one of or both specified territories. As further detailed in the Scope of Work section of this IFB, selected contractors will be required to schedule home visits with participants, identify and replace inefficient fixtures with approved efficient models, and provide regular reporting.

The **Cook County Leak Repair Program** is a part of a larger initiative. In Spring 2024, Cook County Government, in collaboration with Elevate Energy (Elevate), received approval to launch the Cook County Water Affordability Program, with support from federal funding awarded under the



ELEVATE

Equity through climate action

American Rescue Plan Act (ARPA) (Assistance Listing Number 21.027). The program expects to help nearly 9,000 residents by implementing the following programs:

- A targeted debt relief program to help residents with past due water bills,
- The **Cook County Leak Repair Program**: water restoration services for eligible households without access to running water or those with plumbing leaks, water efficiency upgrades to reduce water bills, and
- A technical assistance program to provide municipalities with affordability analyses and funding opportunities for pilot projects to implement water affordability best practices.

Through these initiatives, the program aims to provide immediate relief to suburban Cook County residents struggling with water costs while creating long-term solutions for water affordability in the region.

The program is anticipated to run from October 2024 – October 2026, unless funding is exhausted earlier.

Background

The high frequency of inefficient fixtures in lower income households – who tend to live in areas with older housing stock – exacerbates existing financial challenges, particularly for those already living in water burdened communities.

Investing in water efficiency upgrades can save a household hundreds of dollars each year in water costs. According to the [USEPA's WaterSense Calculator](#), installing WaterSense devices like a toilet, faucet, and showerhead can save an average household approximately \$300 each year. The American Water Works Association emphasizes that timely detection and repair of leaks can result in substantial savings, potentially saving homeowners 10% on their water bills.

The Cook County Leak Repair Program will provide around 400 suburban Cook County households with the opportunity to replace old, leaking, or inefficient toilets, faucets, and showerheads with new, water saving fixtures.

Elevate is a 501(c)(3) nonprofit organization that works nationally and is headquartered in Chicago. Elevate seeks to create a just and equitable world in which everyone has clean and affordable heat, cooling, power, and water in their homes and communities — prioritizing frontline communities. You can learn more about our water affordability work online at ElevateNP.org/Water-Affordability.

Requirements

The following requirements outline both general and contractor requirements for program participation and submission of a bid in response to this IFB.

General Terms & Bid Requirements

- Price shall remain firm as presented by Bidder on the price schedule for the full duration of successful Bidders' contracts with Elevate. Pricing should include delivery and installation per measure.



ELEVATE

Equity through climate action

- Quantities and locations stated are estimates only and are in no way binding to Elevate but are rather used in evaluating bids. Elevate may increase or decrease quantities or locations as needed.
- Quantities are only estimates and are not an intent to purchase or a guarantee of future business.
- All bids shall be valid for a period of not less than 90 calendar days.
- This program uses ARPA funds, and includes a preference for goods, products, and materials produced in the United States in accordance with 2 CFR 200.322. Bidder must include information on the Response Form regarding domestically manufactured goods, products, and materials that Bidder proposes to use. Bidder must supply the proposed products for the duration of the program.

Bid Bond

- Bidder will provide a bid bond equal to \$30,000 if bidding on one region or \$60,000 if bidding on both regions. The bid bond will be in the form of a cashier's check, certified check, bank draft or surety bond payable to Elevate Energy. The surety issuing the bond must have a general rating of "A" and shall be a Class VII or higher in the financial size category as defined by Best Company Inc., Moody's Investor Services, Standard & Poor's Corporation or similar rating agency. The surety must be licensed by the State of Illinois Department of Insurance and be listed in the current U.S. Treasury Circular 570 when federal funds are being used.
- Failure to submit the bid deposit shall constitute a non-responsive bid and such bid shall be rejected.
- The Bidder hereby agrees that the bid deposit shall be forfeited to Elevate Energy as liquidated damages and not as penalty in the event Bidder fails to honor its pricing for 90 days and execute the contract in accordance with the IFB terms and conditions following a Notice of Proposed Award to the Bidder.
- The bid deposit of all Bidders will be returned, with the exception of the apparent lowest responsive and responsible Bidder (or Bidders, if two separate contractors are selected to serve the regions), after Elevate has awarded the Contract. The bid deposit of the lowest responsive and responsible Bidder will be returned after the contract has been executed and the Bidder has submitted all insurance documentation and the Performance and Payment Bond.

Payment and Performance Bond

The successful Bidder must submit a Payment and Performance Bond prior to contract award equal to \$600,000 for one region or \$1,200,000 if awarded both regions. A Contractor's failure to satisfactorily complete an assigned job will result in invoking the Payment and Performance bond, as liquidated damages so that repair work can be successfully completed.



Contractor must use a responsible surety company listed on the U.S. Treasury List of Approved Sureties,¹ with an AM Best rating of A-Class VII or better and licensed to do business in the State of Illinois to issue and sign bonds, and the payment and performance bonds of the type required hereunder. If a surety is downgraded during the term of a bond and no longer appears on the U.S. Treasury List of Approved Sureties or is downrated by AM Best, Responder shall promptly supply with a replacement bond issued by a surety that meets the surety qualification requirements stated herein.

Contractor Requirements

- A minimum of 5 years' experience in providing services similar to those laid out in the scope of work.
- Ability to handle 6-8 jobs per week, simultaneously.
- Ability to contact accepted participants for scheduling within 72 hours of being notified of their acceptance in the program.
- Respond to participant inquiries and calls within one business day.
- Provide a 24/7 emergency response service to address customer complaints of significant leaks resulting from the work conducted.
- Provide weekly reports and updates to Elevate on jobs performed and upcoming work.
- Be able to and willing to work in the entirety of either or both designated areas of the county (*please see Appendix B: Division of Service Area for more information*). Contractor may designate different site visit fees for the service areas.
- Provide regular weekday service hours and some weekend availability for emergency situations.
- Availability to participate in the program through at least November 30, 2026.

Scope of Services

1. Elevate will process applications, determine eligibility, and gather information about the participant's home.
2. Contractors will receive participant information and schedule an appointment time with the participant. Appointments must be scheduled within 72 hours of receiving participant information from Elevate. Appointments must be held within 10 business days of contacting the participant, unless the participant requests a longer timeline. Work should be completed within 20 business days of receiving participant information when possible.
3. Prior to commencing work, the contractor will be responsible for preparing homeowners for what needs to be done in order for work to be completed (e.g. fixtures need to be accessible, area clear). The contractor will review the scope of work with the participant, confirming what fixtures are to be repaired/replaced and have any replacement fixtures approved by the participant to finalize the

¹ U.S. Department of the Treasury, Bureau of the Fiscal Service, *List of Certified Companies*, <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>.



scope of work. Contractors are responsible for complying with local registration requirements and for pulling any necessary permits per municipal ordinance. Administrative costs associated with obtaining permits should be included in the per fixture price. Permit costs assessed by the municipality may be submitted to Elevate outside of the per fixture set price for reimbursement.

4. Contractor will be responsible for obtaining any relevant information regarding the quantity, type, and finish of each fixture to be replaced. Contractors may obtain this information prior to visiting the home, or during a site visit if deemed necessary. Contractors should also take before and after photos of work to be included within the invoice packet. Contractors may only charge one (1) service call fee per dwelling unit.

Contractors will be responsible for items deemed necessary to complete the fixture replacement: if shut off valves for the fixture are inoperative or missing, they must be installed, toilet replacements must include a new flange and wax ring, and any flexible supply lines and/or angle stops must be replaced.

5. Contractors will source materials for and replace qualified toilets, showerheads, and faucets in kitchens or bathrooms. Existing conditions must meet the following criteria: leaking or in need of repair, more than 10 years old, or inefficient (Not WaterSense certified). For fixtures not obviously in need of repair for which the age is unknown, or WaterSense certification is unknown, contractors should conduct a water flow rate test to determine the gallons per minute of the fixture in order to determine if it should be replaced. Following this assessment, *participants are permitted to select which qualifying fixtures they would like to upgrade.*

Contractor will be responsible for ensuring all newly installed fixtures are properly set and that the internal mechanisms are adjusted to the manufacturer's specifications.

For faucets that are newer, but not water efficient, or ones that participants do not want replaced, aerators may be installed to achieve 1.5 GPM for kitchen faucets or 1.2 GPM for lavatory faucets.

Newly installed materials must meet the following requirements

- All fixtures should be WaterSense certified (or ≤ 1.5 GPM for kitchen faucets).
- All fixtures should comply with NSF/ANSI Standard 61.
- Replacement faucets should be of the same type (1 handle, 2 handle, 1 hole, 2 hole, etc.) when possible.
- Replacement faucets should be of the same finish, when possible.
- Participants may choose to replace toilets with either round or oval/elongated toilets and standard or comfort height.
- Participants may choose to replace a handheld showerhead with a fixed mount showerhead, or vice versa.
- It is required that contractors provide program participants with a catalog of at least 5 different faucets per type (e.g. 1 handle, 2 handle, 1 hole, 2 hole, handheld, wall mount,



etc.) to allow the participant to choose from various styles (*ex: pull down or side sprayer, various heights, designs, etc.*)

See Appendix A for more details.

6. All work performed by contractor must comply with Illinois Plumbing Code and any and all municipal codes where applicable. In the absence of applicable municipal codes, the contractor must comply with any and all state and national plumbing codes.

7. The contractor will be responsible for ensuring that all work is accomplished by or under the direction or immediate supervision of a licensed journeyman or licensed master plumber.

8. Contractors will be responsible for the removal and proper disposing of any removed plumbing items from the premises of the participant.

9. The contractor will submit a **monthly** invoice package to Elevate for payment. Elevate's payment process takes up to 30 days, which starts once the contractor has submitted the entirety of required invoice package. The invoice package includes:

- Invoice
 - Manufacturer's warranty and transfer documents as required
 - One year warranty on parts and labor
 - Photographs of the original fixtures and photographs of work completed
- Other documents or forms as may be specified by Elevate.

10. A statement of work and any warranty information shall also be provided to homeowners. Homeowners will sign off on work completed.

11. Elevate will conduct QA/QC throughout the program to ensure quality of work, through desk audits or site visits as deemed necessary.

Fixture Pricing Model

Pricing may differ per fixture based on finish only (e.g. an upgraded and a basic finish) but not different styles or types of fixtures. Any necessary installation work must be included in the per fixture cost agreed upon in this IFB. All costs associated with travel time spent on the procurement of parts and materials and other time shall be included in the per fixture agreed upon pricing.

The pricing structure per invoice will be defined as the fixed per home site visit cost, plus per fixture costs plus, any additional necessities cost (e.g. shut offs), plus actual permit cost if applicable: $(\# \text{ toilets } \times \text{ cost}) + (\# \text{ faucets } \times \text{ cost}) + (\# \text{ showerheads } \times \text{ cost}) + \text{ service call fee} + \text{ additional items as needed} + \text{ permit cost} = \text{invoice amount}$.

Contractor shall provide a set price per fixture, regardless of number of fixtures in a residence. The set price per fixture is for the removal and replacement of an existing fixture and includes all labor and foreseen and unforeseen costs (including accidental damage) associated with the removal



and replacement work. Contractor may elect to provide the same price regardless of finish if preferred. The price per fixture will be the same regardless of the particular style the participant chooses.

Health and Safety

The contractor will be responsible for assessing the working situation prior to initiating work to ensure that the scope of work can be properly and safely accomplished. If major deficiencies or safety issues are found, the project may be deferred or recommended for another program. In this case, the contractor will make the customer and Elevate aware of the condition that was identified and expectations that need to be met in order for the replacement to go ahead as planned. Examples of deferral criteria are below but should not be considered exhaustive. The program team reserves the right to address situations on a case by case basis:

- Structural weakness or any potential problems that would prevent a repair or retrofit from being accomplished; or
- A threat to health, safety and welfare for the contractor or participant.

If the scope of work is unable to be completed for any reason, Bidder shall immediately notify Elevate in accordance with the contract and submit information and documentation of what has been completed, what was not able to be completed, and why. If an additional plumbing need is identified but outside the scope of this program, contractors should provide notice to Elevate for the home's potential participation in the broader leak repair program.

Selection Process and Timeline:

Q&A Session. The Q&A Session meeting hosted by Elevate will be held virtually on Friday, September 6, 2024 at 2:00 p.m. CT. Join via Microsoft Teams by [using this link](#), or call in on your phone at +1 773-977-7319 and use the Conference ID 928 294 007#

Attendance is not mandatory but highly encouraged. Questions can be sent in advance to CCWaterAffordability@Elevatenp.org and are due by 5:00 PM CST on September 9, 2024. Questions not received by this time and date will not be answered.

Bid Unsealing and Review:

A public bid unsealing and review session will occur immediately after the bid deadline, at 5:00 pm CT on September 30, 2024. To RSVP, either virtually or online, please email CCWaterAffordability@ElevateNP.org to confirm your attendance. This event be held both in person at Elevate offices and virtually via Microsoft Teams. Join via Microsoft Teams by [using this link](#), or call in on your phone at +1 773-977-7319 and use the Conference ID 843913212#.



Evaluation Process

All properly submitted bids will be reviewed by Elevate to determine responsiveness (completeness of bid) and responsibility of contractor (meets required qualifications). Bid canvassing will be based on the lowest responsive, responsible Bidder by region, using the total extended cost using the estimated quantities supplied by Elevate and the unit pricing supplied by the Bidder. By submitting pricing for both the Northern Service Area and Southern Service Area, as defined in **Appendix B**, Bidders certify that they have the capacity and are willing to serve both regions if selected. Elevate reserves the right to reject any unbalanced bids.

Bid Protest

Any Bidder who has a reasonable basis, may submit a bid protest, in writing, and directed to Elevate within three business days after the date upon which Elevate notifies Bidders of the proposed awardee(s). The bid protest must specify why the protester believes the recommended Bidder is not the lowest responsive and responsible Bidder, or why the protestor believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of Elevate. A bid protest based on an issue which could have been clarified through a request for clarification or information will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the procurement until Elevate makes a decision concerning the bid protest, unless Elevate responds in writing and sufficiently demonstrates that (i) the item to be procured is urgently required and (ii) failure to make the award promptly will unduly delay delivery or performance or cause other undue harm. An Elevate staff member shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, Elevate shall re-bid the procurement. If Elevate determines that the recommended Bidder was not responsive and responsible, that Bidder shall be disqualified and Elevate may either recommend the lowest responsive and responsible Bidder or re-bid. Elevate will render a final decision, which shall be binding and without additional appeal rights

Elevate's Reserved Rights

Issuance of this IFB in no way constitutes a commitment by Elevate to award any contract or work. Elevate, in its discretion, reserves the right to:

- Cancel or terminate this IFB at any time.
- Reject any or all responses received for this IFB.
- Reject any bid which does not conform with the material terms and conditions of this IFB.
- Enter further discussions with one or more of the Bidder.
- Waive and/or amend any specification or term of this IFB.
- Not award the work to any Bidder.



ELEVATE

Equity through climate action

Contract Terms

Any Bidder(s) selected for a proposed award must enter into a contract with Elevate, the terms of which will include those terms and conditions included in **Appendix C** attached hereto. Those terms and conditions are provided for information only and nothing in this IFB may be construed to be an offer to any Bidder or third party. In no event will Elevate be obligated in any way unless and until it enters a definitive contract with the chosen Bidder(s). Elevate reserves the right to modify, add or delete any of the terms and conditions set forth in **Appendix C**. Any Bidder-proposed modifications to the terms and conditions must be included by Bidder in the IFB Response Form. Elevate will consider, but shall not be obligated to accept, modifications proposed by Bidders. The failure of any Bidder to request any modifications to the terms and conditions in its submitted bid shall constitute acceptance of all contract terms.



Appendix A: Eligible Measures:

Contractors will perform the following replacements in each home as appropriate:

Toilets: contractor will be responsible for replacing regularly used, high-flow toilets (greater than 1.28 gallons per flush) with a new WaterSense certified high-efficiency toilet. Contractors shall provide a set price for the removal and replacement of an existing toilet to include all labor and other replacement costs, foreseen or unforeseen. A new supply tube, wax ring, and flange shall be included. If the new toilet is of a different size, contractors should do their best to avoid gaps in or uneven flooring being exposed. If unable to avoid this, participant should be informed of what to expect ahead of time and agree to it.

Lavatory Faucet: contractor shall set a price for the removal and replacement of an existing lavatory faucet assembly (including supply tubes) to include all labor and other replacement costs, foreseen or unforeseen. New faucet assembly must be WaterSense certified, 1.2 gallons per minute or less. Contractors may provide a cost for a basic finish (chrome, brushed nickel) and an upgraded finish (black, gold).

Kitchen Faucet: contractor shall set a price for the removal and replacement of an existing kitchen faucet assembly (including supply tubes) to include all labor and other replacement costs, foreseen or unforeseen. New faucet assembly must be 1.5 gallons per minute or less. Contractors may provide a cost for a basic finish (chrome, brushed nickel) and an upgraded finish (black, gold).

Specialty Faucet: contractor shall set a price for the removal and replacement of an existing specialty faucet assembly (including supply tubes) to include all labor and other replacement costs, foreseen or unforeseen. This will only apply to a secondary faucet (not in kitchen or bathroom) such as a bar sink faucet, kitchenette, or utility sink faucet that is actively leaking. New faucet assembly must be 1.5 gallons per minute or less.

Showerhead: contractor shall set a price for the removal and replacement of an existing showerhead assembly to include all labor and other replacement costs, foreseen or unforeseen. New showerhead must be WaterSense certified, 2.0 gallons per minute or less. Contractors may provide a cost for a basic finish (chrome, brushed nickel) and an upgraded finish (black, gold).



ELEVATE

Equity through climate action

Contractor shall set a price for the following additional items, including parts and all labor. Aerators should be installed if a fixture is newer, or if the participant doesn't want it replaced and the fixture could be made more water efficient through the addition of an aerator.

Aerators	
*to be used only when not replacing a fixture	
Shut Off Valve	Add shut off valve:
	Replace faulty valve:
Faucet Replacement Add-Ons	
When required for faucet/sink functionality, this includes sink drains, stoppers, p traps, or other accessible (not behind walls or floors) repairs needed. To be billed in 0.25 hour increments, for a maximum of 1 hour.	

Contractor shall specify if they are willing to service the Cook County Northern Region and/or Cook County Southern Region (as defined by the "Designated Service Area" section in **Appendix B** of this IFB). A site visit fee will be established for each service area. Contractors shall provide a price for each region they are willing to service. These fees may be different.

Site Visit
Cook County Northern Region Service Call (per home fixed cost):
Cook County Southern Region Service Call (per home fixed cost):



Appendix B: Division of Service Area

For the purposes of designating a service area the contractor is willing to service, please use the following list for reference. If a contractor is willing to service all of suburban Cook County, this list may be used to designate a service call fee per region as defined below. The division of service areas is based roughly on 95th street.

Northern Service Area:

Arlington Heights
Barrington
Barrington Hills
Bartlett
Bedford Park
Bellwood
Bensenville
Berkeley
Berwyn
Bridgeview
Broadview
Brookfield
Buffalo Grove
Burbank
Burr Ridge
Cicero
Countryside
Deerfield
Deer Park
Des Plaines
Elgin
Elk Grove Village
Elmhurst
Elmwood Park
Evanston
Evergreen Park
Forest Park
Forest View
Franklin Park
Glencoe
Glenview
Golf
Hanover Park
Harwood Heights
Hickory Hills
Hillside
Hinsdale
Hodgkins
Hoffman Estates
Hometown
Indian Head Park
Inverness
Justice
Kenilworth
La Grange
La Grange Park

Lincolnwood
Lyons
Maywood
McCook
Melrose Park
Morton Grove
Mount Prospect
Niles
Norridge
North Lake
North Riverside
Northbrook
Northfield
Oak Brook
Oak Lawn
Oak Park
Palatine
Park Ridge
Prospect Heights
River Forest
River Grove
Riverside
Rolling Meadows
Rosemont
Schaumburg
Schiller Park
Skokie
South Barrington
Stickney
Stone Park
Streamwood
Summit
Westchester
Western Springs
Wheeling
Willow Springs
Wilmette
Winnetka
** Also to include unincorporated areas north of 95th street.*

Southern Service Area:

Alsip
Blue Island
Burnham
Calumet City

Calumet Park
Chicago Heights
Chicago Ridge
Country Club Hills
Crestwood
Dixmoor
Dolton
East Hazel Crest
Flossmoor
Ford Heights
Frankfort
Glenwood
Harvey
Hazel Crest
Homer Glen
Homewood
Lansing
Lemont
Lynwood
Markham
Matteson
Merrionette Park
Midlothian
Oak Forest
Olympia Fields
Orland Hills
Orland Park
Palos Heights
Palos Hills
Palos Park
Park Forest
Phoenix
Posen
Richton Park
Riverdale
Robbins
Roselle
Sauk Village
South Chicago Heights
South Holland
Steger
Thornton
Tinley Park
University Park
Worth
** Also to include unincorporated areas south of 95th street.*

Eligible participants will be within Cook County ONLY. Parts of listed municipalities that are in other counties are NOT included in this program.

Appendix C: Contractor Terms and Conditions

APPENDIX C TO IFB COOK COUNTY LEAK REPAIR PROGRAM TERMS AND CONDITIONS OF CONTRACTOR AGREEMENT

Following are terms and conditions that Elevate intends to include in the definitive contract with one or more successful Bidders that respond to the Invitation to Bid for the Cook County Leak Repair Program (the "IFB"). These terms and conditions are provided for information only and nothing in this IFB may be construed to be an offer to any Bidder or third party. In no event will Elevate be obligated in any way unless and until it enters a definitive contract with the chosen Bidder(s). Elevate reserves the right to modify, add or delete any of these terms and conditions.

The following terms have the meanings ascribed to them below:

- A. "ARPA" means the American Rescue Plan Act via Assistance Listing Number 21.027.
 - B. "County" means the County of Cook, a body politic and corporate of the State of Illinois.
 - C. "Owner" or "Owners", as applicable, means owner-occupants that participate in the Program.
 - D. "Program" means the Cook County Leak Repair Program as described in this IFB. will help eligible residents lower their bills by repairing water leaks and replacing inefficient and outdated fixtures.
1. **Master Agreement; Statements of Work.** This Agreement sets forth the terms and conditions under which Contractor will perform Program work as more particularly specified herein. The terms and conditions of the Purpose section hereof are hereby incorporated into, and form an integral part of, this Agreement. Contractor will perform any Program work only upon execution of a mutually agreed to statement of work by the parties hereto (each a "**Statement of Work**"). Each Statement of Work will be substantially in the form set forth in the attached **Exhibit A** and will include, at a minimum: (i) the location of the property at which the work is to be performed by Contractor; (ii) a detailed description of the work Contractor will perform and materials Contractor will supply; (iii) the contract sum for the work; and (iv) any other applicable terms and conditions. The terms of this Agreement will be incorporated into, and form an integral part of, each Statement of Work. The term "this Agreement" shall be deemed to include any Statement of Work. Contractor's proposal may be attached to a Statement of Work, provided, however, that if Contractor's proposal (hereinafter a "**Proposal**") is attached to any Statement of Work, the parties hereby mutually agree that: (i) such Proposal is included only as a convenience and to expedite the preparation to the applicable Statement of Work; and (ii) only the portions of such Proposal that describe the details, specifications, performance times, and pricing for the Work shall be deemed to be incorporated into the

applicable Statement of Work, and only to the extent consistent with the other provisions of such Statement of Work.

2. **Performance of the Work.** Contractor, in connection with the Program, agrees to provide all labor, materials, supervision, scaffolding, equipment, machinery, tools, utilities, services and insurance necessary to perform the work described more fully in each Statement of Work (the "**Work**"), all to the satisfaction of Elevate, THE COUNTY and the Owner of the property specified in each Statement of Work (each a "**Property**" and collectively the "**Properties**") and in strict accordance with this Agreement, the applicable Statement of Work, and the plans, drawings, sketches, specifications and schedule for the Property set forth in such Statement of Work or otherwise identified by Elevate or the County as being applicable to such Property (collectively the "**Contract Documents**"). Elevate shall pay Contractor for the Work as specified in the applicable Statement of Work for the proper and timely performance of all the Work specified therein, subject to the terms and conditions set forth herein. Contractor shall be solely responsible for all means, methods, techniques, and sequences involved in performing the Work. Contractor agrees that it will follow all ARPA requirements including, but not limited to safety requirements, paying prevailing wages to laborers pursuant to the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12), meeting required diversity goals for all subcontractors, and meeting Section 3 requirements to hire very low-income individuals. Contractor agrees that the Work will be performed by no less than 26% Minority Business Enterprises (MBEs) and 6% Women Business Enterprises (WBEs) as determined by percentage of the contract sum set forth in each Statement of Work. Contractor agrees to maintain records to document contracts and specific efforts made to seek out and identify potential M/WBE contractors.

3. **Schedule and Delay.**

A. Schedule. Time is of the essence in the performance of this Agreement. Contractor agrees to begin the Work, or specified portion thereof, promptly upon receipt of the applicable Statement of Work, and to complete the Work, or specified portion thereof, according to the schedule set forth in the applicable Statement of Work. Contractor shall achieve final completion of the Work no later than the completion date specified in the applicable Statement of Work. Contractor shall have all materials, equipment, and necessary work crews on each job site in order to perform Work on schedule. Contractor agrees to have adequate personnel on each job site every scheduled work day, so as not to delay any 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 not the 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, which may in Elevate's discretion include a \$100.00 per day payment for each day that Contractor is delayed in completing Work under any Statement of Work, not as a penalty but as a reasonable estimate of the damages caused by Contractor's delayed performance of the Work. Contractor shall be entitled to a time extension for all delays in the critical path activities of the Work caused by Elevate, 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, except

that Contractor shall be entitled to recover those actual, additional job site general conditions costs caused by the delay. Contractor shall not be entitled to any additional costs for delays caused by events beyond the control of Elevate.

4. Existing Conditions and Review of Contract Documents.

A. Site Conditions. Contractor represents and warrants that it will, by careful examination and evaluation, satisfy itself as to (i) the nature, location, layout and character of each Property, including, without limitation, the surface and subsurface (by review of available reports and information) condition of the land and all structures and obstructions thereon, both natural and manmade, and all surface and subsurface (by review of available reports and information), water conditions of each Property and the surrounding area; (ii) the nature, location and character of the general area in which any Work is to be performed, including, without limitation, its climatic conditions; (iii) 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 the applicable Statement of Work; and (iv) all other matters or things which, in the reasonable judgment of Contractor, could in any manner affect the performance of the Work. Except as set forth in the applicable Statement of Work, Contractor shall not use, install, remove, or handle hazardous materials at any Property, and shall notify Elevate prior to notifying any governmental agencies, in the event Contractor discovers the presence of hazardous materials at any Property. Contractor shall notify Elevate in writing immediately of any issues at any Property that may impact the progress 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. Contractor shall not be entitled to a time extension for differing site conditions unless Contractor could not have reasonably anticipated the conditions forming the basis for the time extension request as of the date of this Agreement.

B. Review of Contract Documents. Contractor shall carefully review all Contract Documents and shall notify Elevate in writing promptly if it discovers any errors or omissions in the Contract Documents. In the event Contractor fails to promptly notify Elevate in writing as required herein, Contractor shall be responsible for any additional costs resulting from such failure. Contractor shall take field measurements, and shall carefully compare such field measurements and site conditions and other information known to Contractor with the Contract Documents before proceeding with the applicable Work. Contractor shall report any errors or inconsistencies promptly in writing to Elevate, and shall be responsible for any costs from its failure to do so.

5. Site Management.

A. Contractor acknowledges that Work may be performed at a location where Owner and others are residing. Therefore, Contractor shall follow the reasonable requirements of Elevate, the County and Owner and shall maintain good order among its agents and employees performing such 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 Owner and tenant areas or common areas.

B. Contractor shall be completely responsible for all safety requirements relative to the Work. Contractor shall remove from each Work site any employee or subcontractor

personnel that Elevate, the County or Owner deems to be detrimental to the ongoing operation and occupancy of a Project. In the event Contractor fails to keep the Project 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.

6. **Coordination of Work.** Contractor shall be responsible for overall coordination of the Work at each Property.
7. **Subcontractors.** No subcontractor or consultant of Contractor shall be permitted to perform any part of Contractor's Work without the written consent of Elevate. A subcontractor shall be removed from any Work site 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 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 any Work. All subcontractors shall maintain the insurance described in **Exhibit B**.
8. **Insurance.** Contractor shall furnish and pay for the insurance required in **Exhibit B** hereto. Contractor shall, prior to the commencement of any Work, furnish to Elevate a certificate of insurance as evidence of the existence of such coverage. The policies shall provide for written notice of cancellation, lapse or material change to Elevate at least thirty (30) days in advance, and the certificate of insurance shall indicate that this provision has been included. Contractor's insurance shall be primary as to any insurance maintained by Elevate, the County and Owner.
9. **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. Contractor shall furnish Elevate with documentation concerning payment of taxes upon request.
10. **Applications for Payment.** Contractor shall submit to Elevate written invoices for payment in a form approved by Elevate in its reasonable discretion ("**Application for Payment**") showing the value of Work (on a percentage basis) completed to date, along with substantiating data and information as required by Elevate and/or the Program. 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 all subcontractors and suppliers who are furnishing labor, materials or services for the Work. To the extent approved by Elevate in accordance with the Contract Documents, and 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 otherwise as provided in the Contract Documents, Contractor shall be paid no later than thirty (30) days after receipt of a properly presented Application for Payment. Final payment, shall be made to Contractor upon completion of the Work in strict accordance with the Contract Documents, acceptance of the Work by Elevate, issuance of any certificates and/or similar approval by relevant governmental agencies (which may include approval by the County), satisfaction of all conditions precedent contained in the Contract Documents, and certification from Contractor that all subcontractors, laborers, materialmen and suppliers have been paid in full, and

receipt of final unconditional waivers of lien, in the form approved by Elevate, from Contractor and all subcontractors and suppliers furnishing labor, materials or services. Acceptance of final payment by Contractor shall constitute full waiver and release by Contractor of all claims against Elevate arising out of the Project. Contractor shall submit all warranties, guarantees, as-builts and other closeout documents as precondition to final payment and all warranties and guarantees submitted by Contractor shall be assignable to Elevate, or, at the option of Elevate, shall name Elevate and its tenant(s) as joint beneficiaries.

11. **Additional Compensation.** Any and all claims for additional compensation, extra work, delay, extensions of time, or loss, injury or damages of any kind, shall be submitted in writing by Contractor to Elevate within five (5) days after the occurrence giving rise to the claim, and a full explanation and accounting of same shall be provided in writing within ten (10) days thereafter; all claims not made in strict accordance with the terms of this Section shall be void. Any course of dealing hereinafter entered into which appears to change or modify the provisions of this Section or any other provision contained in the Contract Documents is deemed to have been entered into with full knowledge and understanding that such course of conduct shall not change or modify any provision of the Contract Documents and, most particularly, this Section.
12. **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, applicable ARPA requirements, 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 a 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.
13. **Joint checks; Withholding.**
 - A. 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 Contract Sum.
 - B. 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 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.

14. **Changes in the Work.** Contractor agrees to perform or implement any changes or modifications in the Work requested by Elevate in writing. In the event of a disagreement concerning a change made by Elevate, Contractor shall proceed with the Work as modified, on a “not to exceed” or “time and materials” basis, subject to the right of Contractor to make a claim as provided for in this Agreement. No payment will be made for extra work without a written change order 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 any Elevate representative or other person.** 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 automatic mark-up for general conditions.
15. **Performance Requirements.** Unless otherwise explicitly specified in the applicable Statement of Work, Contractor shall:
- a. pay for and secure all permits and/or fees which may be required for the execution or completion of the Work.
 - b. perform all cutting, fitting, patching, sleeving, grouting, or sealing of its Work 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 the requirements of the Davis-Bacon Act regarding payment of prevailing wages.
 - d. not assign this Agreement or any amounts due or to become due thereunder without the written consent of Elevate.
 - e. supply all documents, permits, licenses and certificates required by agencies with jurisdiction over the Project. Contractor will provide copies of required permits, licenses, certificates, and other documents to Elevate prior to beginning any Work, and as may otherwise be reasonably requested by Elevate.
 - f. be responsible for removal of all recyclable material and garbage, refuse or other waste material in compliance with all applicable laws. Additionally, Contractor shall complete and provide to Elevate and/or the County disposal affidavits in the form required by the County as set forth in **Exhibit D** hereto.
16. **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 such 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 and consistent with the approved Contract Documents.

17. **Warranty.** Contractor warrants to Elevate and to 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, performed in a good and workmanlike condition, free from faults and defects and in conformance with the Contract Documents. Without limiting the foregoing, Contractor shall promptly make good, without cost to Elevate, the County or Owner, any and all defects that appear within the period that is the greater of: (1) twelve (12) months from acceptance of the Work by Elevate and/or the County; or (2) such greater period provided by the manufacturer of any materials or equipment that comprise any part of the Work. This warranty obligation is cumulative and shall not serve to exclude other remedies of Elevate, the County and/or Owner under this Agreement or applicable law, or change applicable statutes of limitation. Contractor will provide each Owner with a written warranty for labor and materials that meets these requirements, and will transfer all manufacturer's warranties to Owner. Notwithstanding the foregoing, any failure by Contractor to provide written documentation of any warranty will not relieve Contractor from its requirements to warrant, repair, replace and/or redo any Work in accordance with Contractor's warranty obligations herein.

18. **Contractor Default.** Contractor agrees that 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 and the applicable Statement of Work; (b) to have sufficient number of personnel available and employed on the Work site or sufficient number of persons with the requisite skill for the Work; (c) to perform the Work in strict compliance with the Contract Documents upon inspection by Elevate or the County; (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 subcontractors, vendors 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.

19. **Termination.** In the event Elevate is entitled to terminate this Agreement for cause as set forth herein, Elevate shall give Contractor written notice of Contractor's default, and Contractor shall have five (5) days from the date of the notice to cure the default, or diligently commence curing the default in the event it cannot be cured within the five (5) day period. Upon failure of Contractor to correct and cure, or commence curing, the default within five (5) days, Elevate may notify Contractor in writing that this Agreement is terminated, and Elevate may, but will not be obligated to, complete the Work with other forces. Contractor shall immediately cease working upon termination, and terminate all contracts or commitments not assigned to Elevate hereunder. In the event of termination, Contractor consents to the assignment of its subcontract and supplier contracts to Elevate if requested by Elevate, and Contractor shall ensure that such contracts are assignable to Elevate. Elevate shall be entitled to hold all contract balances hereunder until the Work is fully completed by others, and all costs and damages suffered by Elevate as a result of

Contractor's default may be deducted from the applicable contract balance. In the event any of the contract sum under the applicable Statement of Work remains, the remainder shall be paid to Contractor. In the event the remaining contract funds are not sufficient to cover the costs and damages of Elevate, Contractor shall pay the difference to Elevate. The remedies to Elevate provided herein shall be cumulative and not a limitation of any and all remedies which Elevate may have by law or equity. Elevate reserves the right to terminate this Agreement for its convenience upon ten (10) days' written notice, in which event Contractor shall be paid the reasonable cost of Work properly performed (including earned overhead and profit), but shall not be entitled to recover lost profits, or incidental and consequential damages. Contractor agrees to immediately provide Elevate with access to all Project records and documents upon termination for any reason.

20. **Indemnification.** Contractor shall be responsible for all injury or damages of any kind, including damage to existing facilities or property, arising out of the Work or any activities undertaken by Contractor hereunder or otherwise in connection with the Program, and Contractor shall to the fullest extent permitted by law defend, indemnify and hold harmless Elevate, the County, Owner and their direct and indirect parents and subsidiaries, any of their affiliated agencies and/or entities, successors and assigns and any current or future director, officer, agent, employee, partner, member, contractor, consultant, lender and tenant of any of them from and against any and all claims, damages, losses, liabilities, suits, expenses, citations and fines (including attorney's fees and legal expenses) arising out of or in any way connected with any Work, to the extent they arise out of death, sickness, disease or injury as to any person, or injury to any property, except for claims caused by the sole negligence of an indemnitee hereunder. In the event the law of the State of Illinois located does not allow the above-referenced indemnity, this Section (Indemnification) shall be construed as providing for the broadest indemnity by Contractor as permitted by law. Contractor shall deliver all Work free and clear of all liens, claims and encumbrances, and shall defend, indemnify, and hold harmless Elevate, the County and Owner from all such liens, claims and encumbrances arising out of Contractor's performance of any Work (including any work of any of Contractor's employees, agents, subcontractors, or consultants) including attorney's fees and litigation expenses incurred by Elevate, the County and/or Owner as a result of such claims. Contractor shall bond off or otherwise discharge any lien or encumbrance filed against any Property within ten (10) days of written demand by Elevate, whether or not Contractor believes the claim is valid.
21. **Bonds.** If requested by Elevate, Contractor shall provide performance and payment bonds in the form required by Elevate and/or the County.
22. **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 each Statement of Work, and supersedes all prior agreements, representations, warranties, understandings, and commitments of the parties, whether oral or written, with respect thereto.
23. **Assignment.** This Agreement may not be assigned, in whole or in part, by Contractor without the prior written consent of Elevate. Elevate may freely assign this Agreement to any affiliate or to any other assignee; provided that any such assignee (or other affiliate) agrees in writing to fulfill all obligations of Elevate under this Agreement.
24. **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.

25. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Property or Properties to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed, or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
26. **Independent Contractor.** The parties are independent contractors with respect to one another and this Agreement, and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations, or incur any debt in the name of or on behalf of the other, or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
27. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.
28. **Order of Precedence.** In the event of a conflict between any term or condition of this Agreement, the Statement of Work or any other Contract Document, the order of precedence will be as follows:
 - A. this Agreement including Exhibit B (Insurance Requirements) and Exhibit C (the "**Federal Requirements**")
 - B. the applicable Statement of Work
 - C. the applicable Contract Documents
29. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by telefacsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[Remainder of page intentionally left blank.]

**EXHIBIT A TO CONTRACTOR AGREEMENT
FORM STATEMENT OF WORK**

[A form "Statement of Work" will be included as a template in the definitive contract.]

EXHIBIT B TO CONTRACTOR AGREEMENT PROGRAM INSURANCE REQUIREMENTS

A. INSURANCE REQUIRED OF CONTRACTOR

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement, alternate employer, and voluntary compensation endorsement, when applicable.
Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies Coverage.

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations for a minimum of two (2) years following project completion, explosion, collapse, underground, separation of insureds, mobile equipment, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Contractor, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

Elevate, the County and each Owner for whom Contractor performs work under this Agreement (collectively the "**Additional Insureds**" and, individually, each an "**Additional Insured**") must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the Program. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The Additional Insureds' additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor, Elevate or the County. The full policy limits and scope of protection also will apply to Elevate and the County as additional insureds, even if they exceed the County's minimum limits required herein. Contractor's

liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Elevate, the County or any Owner. Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$500,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off any Program work site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. Each Additional Insured is to be named as an additional insured on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Professional Liability

If Contractor performs any architectural, engineering, construction management or other professional work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$500,000 coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Environmental and Asbestos Abatement Liability

If any scope of work of Contractor involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, Contractor must provide the following minimum limits of liability, for such exposures subject to requirements and approval of the County: \$1,000,000 per Claim/Aggregate.

6) Contractors Pollution Liability

Contractor must maintain Contractor's Pollution Liability when any Contractor's work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Each Additional Insured must be named as an additional insured.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish Elevate with original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by Elevate that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of Elevate to obtain, nor Elevate's receipt of, or failure to object to a non-complying insurance certificate, endorsement, or other insurance evidence from Contractor its insurance broker(s) and/or insurer(s) will not be construed as a waiver by Elevate of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. Elevate in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. Elevate reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and Elevate retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days' prior written notice to be given to Elevate in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and agrees to require their insurers to waive their rights of subrogation against Elevate under all required insurance herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Elevate received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractor's Insurance Primary. All insurance required of Contractor under this Agreement must be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance procured or maintained by Elevate.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit or restricts Contractor's liabilities and responsibilities specified within this Agreement or by law.

No Contribution by Elevate or City. Any insurance or self-insurance programs maintained by Elevate and/or the County do not contribute with insurance provided by Contractor

under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, Elevate requires and must be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to Elevate.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor must name its subcontractors ("**Subcontractor(s)**") as a named insured(s) under Contractor's insurance or Contractor agrees to require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and, when applicable, Excess/Umbrella Liability Property and Professional Liability Insurance with coverage at least as broad as is required of Contractor in this Agreement. The limits of coverage may be subject to approval by the County. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage required of Contractor under this Agreement. Contractor is responsible for ensuring that each Subcontractor has named Elevate, the County and each Owner as an additional insured where required on an additional insured endorsement form acceptable to the County. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by Elevate or the County, Contractor must provide to Elevate certificates of insurance and additional insured endorsements or other evidence of insurance. Failure of any Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

Elevate and City's Right to Modify. Notwithstanding any provisions in this Agreement to the contrary Elevate and/or the County maintains the right to modify, delete, alter, or change these requirements, provided, however, that Elevate's rights hereunder will be contingent on approval of any such modification by the County.

[Remainder of page intentionally left blank]

EXHIBIT C TO CONTRACTOR AGREEMENT FEDERAL REQUIREMENTS

Contractor agrees to comply with the following Federal Requirements at all times while this Agreement is in effect:

1. United States 2 Code of Federal Regulations §200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

2. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) If Contractor's Work pursuant to the Program exceeds the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, in addition to Elevate's remedies specified in this Agreement (all of which are cumulative), Contractor may also be subject to administrative, contractual, or legal remedies specified by applicable law for Contractor's violation or breach of the terms of this Agreement, which may include sanctions and penalties as appropriate.

(B) Equal Opportunity Requirements. During the performance of this contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided setting forth the requirements of this Section.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this Section (B), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with this Section (B) or with any applicable rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further federal contracts or federally assisted construction contracts in accordance with applicable procedures of the federal government authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the U.S. Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the requirements specified in this Section (B) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor that Contractor engages in connection with the Work. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided,

however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor understands and agrees that Elevate may provide information regarding Contractor's and its subcontractors' compliance with the requirements of this Section (B) to the Secretary of Labor as may be required to ensure Contractor's and its subcontractors' compliance with the requirements hereunder. By entering into this Agreement, Contractor certifies that it is not been debarred from nor has it demonstrated ineligibility for federal contracts, including federally assisted construction contracts, pursuant to Executive Order 11246.

(C) Compliance with the Davis-Bacon Act.

- a. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5, as applicable.
- b. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractor is required to pay wages not less than once a week.

(D) Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference this Agreement.
- b. Subcontracts. Contractor shall include in its subcontracts the clause above and such other clauses as may be appropriate to effectuate this requirement. Contractor including, but not limited to ensuring that its subcontractors include this clause in any contracts in any lower tier subcontracts for the Work. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this Section (D).
- c. Breach. A breach of this Section (D) may be grounds for termination of the Agreement, and for debarment.

(E) Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. For any part of the Work that may require or involve the employment of laborers or mechanics Contractor shall not require or permit any such laborer or mechanic in any work week in which employed performing any Work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in any work week.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of this Section (E), Contractor shall be liable for the unpaid wages. In addition, Contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this Section (E), in the sum of a daily amount determined by the applicable United States agency for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required hereby.

(3) Withholding for Unpaid Wages and Liquidated Damages. The County shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by Contractor such sums as may be determined to be necessary to satisfy any liabilities of Contractor for unpaid wages and liquidated damages as provided in this Section (E).

(4) Subcontracts. Contractor shall include in any subcontracts the clauses set forth in this Section (E) and also a provision requiring its subcontractors to include these provisions in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements of this Section (E).

(F) Clean Air Act. Contractor agrees to: (a) comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act amended, 42 U.S.C. § 7401 et seq; and (b) report each violation to Elevate. Contractor understands and agrees that Elevate will, in turn, report each violation as required to assure notification to the County, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 to which Contractor is a party pursuant to this Agreement.

(G) Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into pursuant to this Agreement. This certification is a material representation of fact relied upon by Elevate. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Elevate, any applicable federal agency may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. part 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring compliance by any of its subcontractors in any lower tier covered transactions.

(H) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). If Contractor performs Work under this Agreement in an amount of \$100,000 or more, Contractor shall submit a certification to Elevate providing that Contractor (including any of its lower tier subcontractors) will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor (including its subcontractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Elevate shall have the right to provide such certification and disclosures to the awarding agency.

[Remainder of page intentionally left blank]

**EXHIBIT D TO CONTRACTOR AGREEMENT
DISPOSAL AFFIDAVIT**

CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS AND
IDENTIFICATION OF LEGAL DUMP SITES

Contractor to show here the name and location of the ultimate disposal site that Contractor is proposing to use for the subject project:

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

LEGAL NAME OF LANDFILL / DISPOSAL SITE:

Upon request, Contractor must provide to Elevate and/or County or other governmental agency copies of all dump tickets, manifests, etc.

LOCATION ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

Disposal sites submitted shall be of sufficient capacity as to ensure acceptance of the volume of construction and/or demolition debris received for the period of this Contract. These disposal sites must meet all zoning and other legal requirements. If requested by the County, the Contractor shall submit, copies of all contractual agreements, sanitary landfill permits and/or licenses for those disposal site(s) proposed by the Contractor.

Contractor's Name:

Contractor's Address:

Authorized Signature: _____

Signer's Printed Name: _____

Title: _____

Date: _____

Project Address: _____

Owner's Name: _____