



# Response Form for Request for Qualifications (RFQ): For all Contractors to Participate in the Cook County Healthy Homes for Healthy Families Program

## Business Information

Legal business name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Business entity: *(For example, sole proprietor, corporation, limited liability company, partnership, or other; if "other", please specify the type).*

\_\_\_\_\_

Incorporation date: \_\_\_\_\_

Business address: \_\_\_\_\_

Business license(s): \_\_\_\_\_

Renewal date: \_\_\_\_\_

Number of installers, estimators, admin staff: \_\_\_\_\_

Has your business been certified as a Minority-Owned Business Enterprise (MBE), a Woman-Owned Business Enterprise (WBE), Veteran Business Enterprise (VBE) or Disadvantaged Business Enterprise (DBE)?

- Yes, as a MBE *(If yes, include a copy of your current MBE certification in your response package.)*
- Yes, as a WBE *(If yes, include a copy of your current WBE certification in your response package.)*
- Yes, as a VBE *(If yes, include a copy of your current VBE certification in your response package.)*
- Yes, as a DBE *(If yes, include a copy of your current DBE certification in your response package.)*
- No

Is your business *eligible* to be certified as a MBE, WBE, VBE and/or DBE?

- Yes, as a MBE
- Yes, as a WBE
- Yes, as a VBE
- Yes, as a DBE
- No



## Staff Information

Business owner name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Area of expertise: \_\_\_\_\_

Licenses/certifications: \_\_\_\_\_

Key Staff Person 1 Name: \_\_\_\_\_

Years of experience: \_\_\_\_\_

Area of expertise: \_\_\_\_\_

Licenses/certifications: \_\_\_\_\_

Key Staff Person 2 Name: \_\_\_\_\_

Years of experience: \_\_\_\_\_

Area of expertise: \_\_\_\_\_

Licenses/certifications: \_\_\_\_\_

Key Staff Person 3 Name: \_\_\_\_\_

Years of experience: \_\_\_\_\_

Area of expertise: \_\_\_\_\_

Licenses/certifications: \_\_\_\_\_



## Additional Staff Information

*If you have additional staff you want to highlight, please use this page provide the same information as above for the additional staff. If you do not have additional staff to highlight, please leave this page blank.*

Key Staff Person 4 Name: \_\_\_\_\_

Years of experience: \_\_\_\_\_

Area of expertise: \_\_\_\_\_

Licenses/certifications: \_\_\_\_\_

Key Staff Person 5 Name: \_\_\_\_\_

Years of experience: \_\_\_\_\_

Area of expertise: \_\_\_\_\_

Licenses/certifications: \_\_\_\_\_

Key Staff Person 6 Name: \_\_\_\_\_

Years of experience: \_\_\_\_\_

Area of expertise: \_\_\_\_\_

Licenses/certifications: \_\_\_\_\_

Key Staff Person 7 Name: \_\_\_\_\_

Years of experience: \_\_\_\_\_

Area of expertise: \_\_\_\_\_

Licenses/certifications: \_\_\_\_\_



## References

*If you **did not** provide three references in the previous section, please add references here. Your response package should include at least three references.*

### Reference 1

Name: \_\_\_\_\_

Phone 1: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Cost of Project: \_\_\_\_\_

Date Project Started: \_\_\_\_\_

Date Project Ended: \_\_\_\_\_

### Reference 2

Name: \_\_\_\_\_

Phone 1: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Cost of Project: \_\_\_\_\_

Date Project Started: \_\_\_\_\_

Date Project Ended: \_\_\_\_\_

### Reference 3

Name: \_\_\_\_\_

Phone 1: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Cost of Project: \_\_\_\_\_

Date Project Started: \_\_\_\_\_

Date Project Ended: \_\_\_\_\_



## Respondent Acknowledgments

*Please check the below statements to acknowledge.*

### Safety Plan

The respondent acknowledges that respondent will, at all times while performing work under the Cook County Healthy Homes for Healthy Families, comply with all safety requirements including, but not limited to, all Occupational Safety and Health Act (OSHA) requirements applicable to the work, and all Cook County and CDC guidelines for the prevention of the transmission of COVID-19, that respondent has a safety plan in place to ensure compliance with all safety and health requirements and that all of respondent's staff and subcontractors who will work on program projects have been trained on the plan.

Respondent Name: \_\_\_\_\_

Respondent Signature: \_\_\_\_\_

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

### Contractor Agreement Statement

The respondent acknowledges that respondent may enter into an agreement with Elevate which will include the contractual terms (including, but not limited to, the insurance requirements) included in this RFQ package as Appendix B, or, if respondent is unable to comply with any of those terms, an explanation of respondent's inability to comply with such term(s) and respondent's proposed alternative term(s).

The respondent acknowledges that respondent reviewed the contractual terms prior to submitting a response package to this RFQ.

The respondent acknowledges that Elevate reserves the right in its sole discretion to modify the contractual terms at any time prior to a final agreement with selected contractors.

Respondent Name: \_\_\_\_\_

Respondent Signature: \_\_\_\_\_

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

## Appendix A: List of suburban Cook County municipalities that Elevate will conduct work in for the Cook County Healthy Homes for Healthy Families program.

Alsip	Mount Prospect	Schiller Park
Arlington Heights	Calumet City	Evanston
Bellwood	Chicago Heights	Evergreen Park
Berkeley	Chicago Ridge	Flossmoor
Berwyn	Cicero	Forest Park
Blue Island	Country Club Hills	Franklin Park
Bridgeview	Des Plaines	Glencoe
Broadview	Dolton	Glenview
Brookfield	Elk Grove Village	Glenwood
Burbank	Elmwood Park	Golf
Harvey	Niles	Hanover Park
Harwood Heights	Northbrook	Skokie
Hazel Crest	Oak Forest	South Holland
Hickory Hills	Oak Park	Steger
Hillside	Oak Lawn	Stickney
Hines	Olympia Fields	Stone Park
Hoffman Estates	Orland Park	Streamwood
Hometown	Palatine	Summit Argo
Homewood	Palos Heights	Techy
Justice	Palos Hills	Thornton
Kenilworth	Palos Park	Tinley Park
La Grange	Park Forest	Westchester
La Grange Park	Park Ridge	Western Springs
Lansing	Posen	Wheeling
Lemont	Prospect Heights	Willow Springs
Lincolnwood	Richton Park	Wilmette
Lyons	River Forest	Winnetka
Markham	River Grove	Worth
Matteson	Riverdale	
Maywood	Riverside	
Melrose Park	Robbins	
Midlothian	Rolling Meadows	
Morton Grove	Schaumburg	

## Appendix B: Healthy Homes for Healthy Families Program Participating Contractor Terms and Conditions

Following are the terms and conditions that will apply to contractors that submit a response to this RFQ and are accepted into the Program contractor pool (hereinafter, the “**Terms and Conditions**”). Elevate Energy (“**Elevate**”) reserves the right to modify, add to and/or revoke any and all Terms and Conditions at any time. By submitting a response to the RFQ you agree: (1) to be bound by the Terms and Conditions, and (2) that the Terms and Conditions will govern your participation in the Program including any work (including the Work, as defined in these Terms and Conditions) that you and/or any of your employees, contractors, subcontractors or agents performs under the Program. Any reference in these Terms and Conditions to “**Contractor**”, “**you**”, “**your**” and any variation thereof means the contractor that submits a response to the RFQ (as defined below) or otherwise applies to participate in the Program, and those terms will be deemed to include any employee, contractor, subcontractor, agent and/or anyone else acting on behalf of Contractor.

### COOK COUNTY HEALTHY HOMES FOR HEALTHY FAMILIES PROGRAM

#### PARTICIPATING CONTRACTOR TERMS AND CONDITIONS

1. **Program.** Elevate Energy (“**Elevate**”) is the administrator of the County of Cook Healthy Homes for Healthy Families Program (the “**Program**”). The County of Cook is a body politic and corporate of the State of Illinois and is referred to in these Program Terms as “**Cook County**”. Elevate issued a request for qualifications dated January 24th, 2023 (the “**RFQ**”), by which Elevate established a pool of contractors to perform work under the Program including, but not limited to, general contractor services and/or certain trade work such as weatherization services, energy efficiency services, lead in water abatement, environmental health hazard remediation, plumbing services, electrical work, and heating, air conditioning and ventilation (HVAC) repair and maintenance in residential homes.
2. **Agreement.** These Terms and Conditions set forth the terms and conditions under which Contractor will perform Program work as more particularly specified herein. By submitting a response to the RFQ (as defined below), an application to perform Work under the Program, and/or performing Work in connection with the Program, you agree to these Terms and Conditions. You understand that these Terms and Conditions constitute an agreement between you and Elevate, and that each is bound by these Terms and Conditions. Any capitalized term used but not defined in this section is defined as set forth for such term in the relevant section of these Terms and Conditions.
3. **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 work under the Program (the “**Work**”), all to the satisfaction of Elevate and the owner (each an “**Owner**” and collectively the “**Owners**”) of the property specified in each Notice to Proceed (as defined below). Each such property at which Contractor performs Work is referred to herein as a “**Property**” and collectively the “**Properties**”. Contractor will perform all Work in strict accordance with these Terms and Conditions, the applicable Notice to Proceed for the Property, and the proposal submitted by Contractor and approved by Elevate as specified in the applicable Notice to Proceed (each a “**Proposal**”). Each Proposal will include relevant plans, drawings, sketches, specifications and schedule for the Property identified in such Proposal. These Terms and Conditions, each Proposal and the applicable Notice to



Proceed will constitute the "**Contract Documents**" with respect to the Property identified therein, and will constitute an agreement by and between Elevate and Contractor with respect to the Property specified in the relevant Contract Documents. Elevate shall pay Contractor for the Work as specified in the Contract Documents for the proper and timely performance of all the Work specified therein. Contractor shall be solely responsible for all means, methods, techniques and sequences involved in performing the Work. Contractor agrees that it will follow all applicable legal requirements including, but not limited to safety requirements and paying prevailing wage to laborers pursuant to the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). Contractor agrees to comply with any requirement for Work to be performed by Minority Business Enterprises (MBEs) and/or Women Business Enterprises (WBEs) as determined by percentage of the contract sum, and as set forth in the applicable Proposal. If applicable, Contractor agrees to maintain records to document contracts and specific efforts made to seek out and identify potential M/WBE contractors.

4. **Notice to Proceed.** Contractor will perform any Work only upon receipt of a written notice to proceed from Elevate (each a "**Notice to Proceed**"). Each Notice to Proceed will either include the applicable Proposal, or explicitly reference the applicable Proposal. Each Proposal 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 which will be a not-to-exceed amount. These Terms and Conditions will be incorporated into, and form an integral part of, each Proposal and Notice to Proceed. If any Proposal includes any additional terms and conditions of Contractor, the parties hereby mutually agree that 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 Contract Documents, and only to the extent consistent with the other provisions of these Terms and Conditions.

## 5. **Schedule and Delay.**

- A. **Schedule.** Time is of the essence in the performance of the Work. Contractor agrees to begin the Work, or specified portion thereof, promptly upon receipt of the applicable Notice to Proceed, and to complete the Work, or specified portion thereof, according to the schedule set forth in the applicable Notice to Proceed or Proposal. Contractor shall achieve final completion of the Work no later than the completion date specified in the applicable Proposal. 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 the Contract Documents, 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 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.

- C. **Suspension.** Elevate may direct Contractor to suspend all or any part of the Work for such period of time as Elevate may determine to be appropriate for the convenience of Elevate, the Program and/or Owner.

## **6. Existing Conditions and Review of Contract Documents.**

- D. **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 Contract Documents; 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 Contract Documents, 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 the applicable Proposal.

- E. **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.

## **7. Site Management.**

- F. 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 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.

- G. 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 or Owner deems to be detrimental to the ongoing operation and occupancy of a 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. **Coordination of Work.** Contractor shall be responsible for overall coordination of the Work at each Property.
  6. **Subcontractors.** Contractor will specify in each Proposal any subcontractor or consultant Contractor intends to engage to perform any portion of the Work. Contractor will remove from any Work site any person whose work or activity Elevate reasonably determines 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 these Terms and Conditions. Contractor shall promptly furnish Elevate with a written list of all subcontractors, consultants and suppliers retained for any Work. All subcontractors shall maintain the insurance required in these Terms and Conditions.
  7. **Insurance.** Contractor shall furnish and pay for the insurance specified in **Appendix A** of these Terms and Conditions. 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 and Owner.
  8. **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 the Program, as required by governmental agencies having jurisdiction over the Work. Contractor shall furnish Elevate with documentation concerning payment of taxes upon request.
  9. **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 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 Contractor and all its 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 Owner, or otherwise as provided in the Contract Documents, Contractor shall be paid no later than thirty (30) days after receipt and approval by Elevate of a properly presented invoice. 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 Cook 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 warranty documents, guarantees, as-builts and other closeout documents, as applicable and as a precondition to final payment.

10. **Additional Compensation.** In no event will Elevate be responsible for additional compensation, payment for extra work, delay, extensions of time, or loss, injury or damages of any kind unless agreed to in a writing signed by an authorized representative of Elevate, which consent may be withheld in Elevate's sole discretion. Contractor will not modify the Work or perform additional work or services of any kind (including any work or services requested by an Owner) unless approved in writing by Elevate. In no event will Elevate be responsible for payment for any work or services requested by any Owner.
11. **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 and Contractor's operations, including, but not limited to, applicable Program requirements, the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12) 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.

**15. Joint checks; Withholding.**

1. 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.
2. In addition to any other remedies available, in the event of and during any breach or default by Contractor to perform its obligations pursuant to the Contract Documents, 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 any Contract Documents in good faith.

12. **Changes in the Work.** No payment will be made for extra or different 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, any Owner, tenant or other person without the express prior 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.
13. **Performance Requirements.** Unless otherwise explicitly specified in the applicable Proposal, 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 the Work, and furnish satisfactory evidence of Contractor’s compliance with the terms of the Contract Documents, including the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12) regarding payment of prevailing wages.
  - d. not assign any Contract Document 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 Work. 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.
14. **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.
15. **Warranty.** Contractor warrants to Elevate that all materials and equipment furnished shall be new unless otherwise specified, and that all Work and materials furnished by Contractor shall be of good quality, performed in a good and workmanlike condition, free from faults and defects and in conformance with the Contract Documents for the greater



of a period of one (1) year from the date of acceptance of the Work by Elevate, or the applicable warranty period for the type of Work as specified below. Without limiting the foregoing, Contractor shall promptly make good, without cost to Elevate or any Owner, any and all defects that appear within the applicable warranty period. This warranty obligation shall not serve to exclude other remedies of Elevate and/or any Owner under these Terms and Conditions or applicable law, or change applicable statutes of limitation.

<b>Work</b>	<b>Labor</b>	<b>Materials; Equipment</b>
Roof Repair	36 months	10 years
Roof Replacement	36 months	10 years
Porch Repair	36 months	12 months
Porch Replacement	36 months	12 months
Painting	12 months	12 months
Other Work	12 months	Longer of manufacturer's warranty but no less than 12 months

Contractor will provide each Owner with a written warranty for labor and materials that meets these requirements. 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 (including any materials or equipment) in accordance with Contractor's warranty obligations herein.

16. **Contractor Default.** Contractor agrees that any one or more of the following shall permit Elevate to terminate Contractor's participation in the Program for cause hereunder: if Contractor fails (a) to begin, continue or complete the Work in accordance with the applicable Contract Documents; (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; (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 these Terms and Conditions, any other Contract Document 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 Contractor's participation in the Program for any subsequent or continuing default.

17. **Termination.** Elevate may terminate Contractor's participation in the Program for cause as set forth herein. If Contractor defaults in any of its obligations under any Contract



Document, Elevate will 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 Contractor is terminated from participation in the Program, and Elevate may, but will not be obligated to, complete any Work of Contractor then unfinished 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/or 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 and/or any Owner 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 Proposal 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/and or Owner, Contractor shall pay the difference to Elevate. The remedies to Elevate provided herein shall be cumulative and not a limitation of any other remedy that Elevate may have by law or equity. Additionally, Elevate reserves the right to terminate these Terms and Conditions and any other Contract Document then in effect 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. Provided Contractor is not then performing any Work, Contractor may terminate its participation in the Program at any time upon written notice to Elevate. In the event Contractor notifies Elevate that Contractor is exercising its right to terminate participation in the Program while Contractor is performing Work, such termination will not be effective until Contractor completes the performance of all outstanding Work, unless Elevate approves earlier termination, which shall be in Elevate's sole discretion. In the event Elevate consents to earlier termination, Contractor will provide all necessary support to Elevate to transition the outstanding Work to another contractor.

18. **Indemnification.** Contractor shall be responsible for any and 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, Owner and any of their current or future directors, officers, agents, employees, partners, members, contractors, consultants, funders, lenders, heirs, successors, assigns and/or tenants 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 and/or activity or omission of Contractor, except for claims caused by the sole negligence of an indemnitee hereunder. In the event the law of the State of Illinois 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 and each 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 and/or any 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.

19. **Assignment.** None of the Contract Documents may not be assigned, in whole or in part, by Contractor without the prior written consent of Elevate. Elevate may freely assign these Terms and Conditions 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 these Terms and Conditions.
20. **Governing Law; Disputes.** The Contract Documents 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 any Contract Document, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
21. **Waivers; Modification; Amendment; Elevate's Right to Modify.** No waiver, modification or amendment of any term or condition of any Contract Document 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 these Terms and Conditions 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. Notwithstanding anything in these Terms and Conditions to the contrary, Elevate will have the right to modify, delete, alter or change (each a "modification") in any way any provision of these Terms and Conditions by providing notice to Contractor of such modification. If Contractor continues to perform Work under the Program after such notice, Contractor will be deemed to have agreed to the modification.
22. **Independent Contractor.** The parties are independent contractors with respect to one another and the Contract Documents. Neither party shall 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.
23. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under these Terms and Conditions, except for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.
24. **Order of Precedence.** In the event of a conflict between any term or condition of any Contract Document and any term or condition of another Contract Document, the order of precedence will be as follows:
  - A. these Terms and Conditions;
  - B. the applicable Notice to Proceed; and then
  - C. the applicable Proposal.

## **APPENDIX A**

### **INSURANCE REQUIRED OF CONTRACTOR**

Contractor must provide and maintain at Contractor's own expense, at all times while participating in the Program, 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 of Contractor.

#### 1. Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations in connection with the Program and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease each employee, or the full per occurrence limits of the policy, whichever is greater.

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, 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, separation of insureds, defense, professional services exclusion deleted, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

Elevate each Owner and other entities as required by Elevate (each an “**Additional Insured**” and collectively, the “**Additional Insureds**”) must be provided additional insured status with respect to liability arising out of Contractor’s work, services or operations performed on behalf of Elevate. 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 the Contractor or to any Additional Insured on an additional insured endorsement form acceptable to Elevate. The full policy limits and scope of protection also will apply to the Additional Insureds, each as an additional insured, even if they exceed the Additional Insureds’ 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.

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)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than \$1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Elevate is to be added 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. Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Elevate.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

#### 5. Professional Liability

If Contractor performs any architectural, engineering, construction management or other professional work, services, or operations in connection with these Terms and Conditions, 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 the Program. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

#### 6. Contractors Pollution Liability

Contractor must maintain Contractor's Pollution Liability when any of Contractor's work, services, or operations performed involves a potential pollution risk that may arise from the operations of Subcontractor'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 the Program. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Elevate is to be named as an additional insured.

#### B. Environmental and Asbestos Abatement Liability

If Contractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, Contractor must maintain Environmental and Asbestos Abatement Liability Insurance that provide no less than \$1,000,000 per claim and in the aggregate.

**C. 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 these Terms and Conditions, 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 these Terms and Conditions. Contractor must submit evidence of insurance prior to execution of these Terms and Conditions. The receipt of any certificate does not constitute agreement by Elevate that the insurance requirements in these Terms and Conditions have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of these Terms and Conditions. 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 these Terms and Conditions 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 Contractor's participation in the Program. 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 these Terms and Conditions. Nonfulfillment of the insurance conditions constitutes a violation by Contractor, and Elevate retains the right to suspend Contractor's participation in the Program until proper evidence of insurance is provided.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for thirty (30) 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 these Terms and Conditions. Contractor agrees to obtain any endorsement that may be necessary to effect 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 these Terms and Conditions 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 the Contractor's liabilities and responsibilities specified within these Terms and Conditions or by law.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in these Terms and Conditions or any limitation placed on the indemnity in these Terms and Conditions 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 to 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.

Bonds. If requested by Elevate, Contractor shall provide performance and/or payment bonds in the form required by Elevate.

Insurance required of Subcontractors. Contractor must name its subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each subcontractor 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 outlined in Section A, Insurance Required of Contractor. Contractor must determine if its subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required of Contractor. Contractor is responsible for ensuring that each of its subcontractor(s) has named Elevate as additional insureds where required on an additional insured endorsement form acceptable to Elevate. 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, Contractor must provide to Elevate certificates of insurance and additional insured endorsements or other evidence of insurance. Failure of any subcontractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.