



Request for Qualifications (RFQ): General Contractors to Participate in City of Chicago Home Repair Program

Elevate Energy (Elevate) invites qualified general contractors to submit qualifications to provide roof repair or replacement, porch repair or replacement, and environmental hazard remediation, including lead, asbestos, and mold abatement for the City of Chicago Home Repair Program (formerly known as the Roof and Porch Repair Program and referred to in this RFQ as the “Home Repair Program” or “Program”). Elevate is the Zone 1 administrator of the Home Repair Program (see appendix for map of Zone 1). At least 200 home repair projects are expected to be completed between March 1 and November 30, 2022 (the “Program year”) in Zone 1.

Qualified contractors selected through this process will be participants in the Program contractor pool and assigned projects by Elevate and be expected to complete at least one project per week throughout the program year. A detailed scope of work is provided below.

Scope of Work

The following outlines the general requirements that selected contractors must comply with:

FOR THE PROGRAM OVERALL:

Program Orientation. Elevate will require participating contractors to attend at least one two-hour orientation session prior to being assigned projects.

Bi-weekly Contractor Meetings. Elevate requires participating contractors to attend one-hour meetings every other week on Thursdays at 7:00 p.m. to discuss construction issues and Program updates.

Attend Ad-Hoc Trainings, as Needed. Elevate will offer virtual meetings conducted by Elevate and/or the City of Chicago on topics that include project process, required paperwork, data collection and reporting, and eligible work specifications, as needed. Some trainings will be mandatory.

Program Documentation. Participating contractors must complete the required documentation and meet all reporting requirements and deadlines as specified by Elevate.

FOR EACH AWARDED PROJECT:

COVID-19 Precautions. All contractors must follow CDC and City of Chicago COVID-19 guidelines, assessing their own (including their employees’ and, as applicable, their subcontractors’) health before scheduling a home visit, and wearing appropriate personal protective equipment (PPE) at all required times.

Scope of Work. An Elevate employee who will serve as the “Construction Specialist” will visit the home and develop the scope of work. The work will include one or more of the following tasks:

- Roof repair or replacement.
- Porch repair or replacement.
- Remediation of environmental health hazards, as funding allows. Areas of concern to be addressed include mold, asbestos or lead remediation, flood control, air quality and other environmental issues that may cause unhealthy living conditions.
- Accessibility and health-related improvements, as funding allows, for occupant(s) with disabilities or who are elderly. This may include the installation of central air-conditioning units.

The Construction Specialist will determine the cost of the project by consulting [RSMeans](#), a pricing catalog.

Contractor Site Visit. The Construction Specialist will assign a contractor to the project and meet at the site to finalize the scope of work and pricing together and review it with the homeowner.

Construction & Oversight. Contractor is responsible for scheduling the work with the homeowner and informing the Construction Specialist at least 48 hours prior to the work start date. Elevate will conduct site visits during construction to ensure scoped work meets quality expectations.

Change Orders. Change orders require Elevate prior written approval. No change orders resulting from the contractor's failure to adequately assess the project will be allowed.

Final Inspection and Punch List. When the entire scope of work has been completed, the contractor will notify the Construction Specialist to schedule the final site inspection. Elevate will perform a final site inspection with the contractor present. The contractor must address any needed improvements which may include the timely reperformance of work that was not performed in accordance with Program requirements. Program requirements include requirements established by the City of Chicago for the Home Repair Program, the contractor's contract with Elevate, and the scope of work, as applicable.

Re-inspection. When the punch list is finished, the contractor will notify the Construction Specialist to schedule the re-inspection. Elevate will perform the re-inspection with the contractor present. The contractor must address any needed improvements which may include the reperformance of work that is not performed in accordance with Program requirements.

Invoice Package. The contractor will submit an invoice package to Elevate for payment. Elevate will not initiate the payment process until the final inspection or re-inspection is approved by the Construction Specialist. Elevate's payment process takes up to 30 days, which starts once the final inspection or re-inspection is approved and the contractor has submitted the entirety of required invoice package. The invoice package includes:

- Invoice
- Change order approval
- Manufacturer's warranty and transfer documents, as required
- Warranty on labor
- Waiver of lien
- Proof of uploaded payroll to the City of Chicago compliance website.

Evaluation Criteria

Contractors must submit responses by 11:59 p.m. CT on Monday, February 14, 2022, to be considered for the initial contractor pool. Responses received after Monday, February 14, 2022, will be considered on a rolling basis later in the year.

Please submit your completed response form and supporting paperwork as an email attachment to HomeRepair@Elevatenp.org. Elevate will evaluate and select participating contractors by February 25, 2022. Elevate will begin assigning projects to participating contractors on March 1, 2022.

Responses will be evaluated on the thoroughness and relevance of the content provided. See table below for specific evaluation and scoring criteria.

Evaluation Criteria	Scoring
Experience (70 points)	
General contracting experience	20
Roofing experience	15
Porch experience	15
Lead remediation experience	5
Mold remediation experience	5
Asbestos remediation experience	5
Davis-Bacon experience	5
Diversity (25 points)	
Certified MBE or WBE by City of Chicago or Cook County	10
Eligible to be certified MBE or WBE by City of Chicago or Cook County	5
Hires diverse subcontractors	5
Business located in Chicago or hires staff who live in Chicago	5
Compliance (5 points)	
Current General Contractor License	5
Total	100

EXPERIENCE (70 POINTS)

Successful respondents must have experience in supervising, coordinating, scheduling, and completing at least one of the following types of work:

- A. Roof repair and replacement.
- B. Porch repair and replacement.
- C. Remediation of environmental health hazards including mold, asbestos or lead removal and remediation, flood control, air quality and other environmental issues that may cause unhealthy living conditions.

- D. Small accessibility improvements, rehabilitation or repairs for households with occupant(s) with disabilities or seniors.

Your business and staff. In the provided response form, include information about key staff who have experience working on similar projects and include relevant licenses and certifications with your response.

Project examples. Provide at least three projects your firm has completed that include the aforementioned types of work.

References. Provide at least three references in the provided response form who can speak to your performance on projects that include the types of work mentioned above. Please inform references an Elevate team member may contact them to discuss work performed.

DIVERSITY (20 POINTS)

Certified MBE/WBE by City of Chicago or Cook County. Points will be awarded to qualified contractors who are MBE/WBE certified or in the process of becoming certified through the City of Chicago or Cook County. Respondents seeking points in this area must include either an unexpired copy of contractor's MBE and/or WBE certification or be able to show the certification process is underway. Certified MBEs and WBEs will receive 10 points.

Eligible to Be Certified MBE/WBE by City of Chicago or Cook County. Points will be awarded to qualified contractors who are eligible to be certified MBE or WBE by the City of Chicago or Cook County. Eligible contractors will receive 5 points.

Diverse Subcontractors. Points will be awarded to qualified contractors (diverse or not) who can demonstrate that they subcontract work in the aforementioned categories to firms that are certified MBEs and/or WBEs. Please completed the section in the response form that lists the certified entity, contact name, title, and phone number, describes the nature of work performed, and includes either a copy of such subcontractor's MBE and/or WBE certification from a third-party certifier recognized by either the City of Chicago or Cook County, or be able to show the certification process is underway. Respondents who provide all required information will receive 5 points.

Local Business. Points will be awarded to qualified contractors whose business is located in Chicago or can show they hire staff who live in Chicago. Contractors will receive 5 points.

COMPLIANCE (5 POINTS)

General Contractor's License. Qualified contractors must have a current general contractor license from the City of Chicago. Please include a copy with your submission. (5 points)

Pre-Submission Meeting. A pre-submission information meeting hosted by Elevate will be held virtually at 7:00 p.m. CST on Thursday, January 27, 2021. Register [here](#). Attendance is not mandatory but highly encouraged. Questions can be sent in advance to HomeRepair@Elevatenp.org.

Selection Process and Timeline

See below for information on the process and estimated timeline for selection of the subcontractors.

Tuesday, January 18, 2022	RFQ published
Thursday, January 27, 2022, 7:00 p.m.	Pre-submission information meeting (virtual)
Monday, February 14, 2022, 11:59 p.m.	Deadline to submit RFQ response in time for the start of the construction season.*
Friday, February 18, 2022	Elevate reviews responses and tallies scores
Monday, February 14, 2022 to Friday, February 25, 2022	Elevate vets contractors who have highest scores based on submitted qualifications. Vetted and approved contractors will be invited to join the program and start receiving projects on March 1. Agreements signed between Elevate and contractors.
March 1, 2022	Elevate assigns first projects

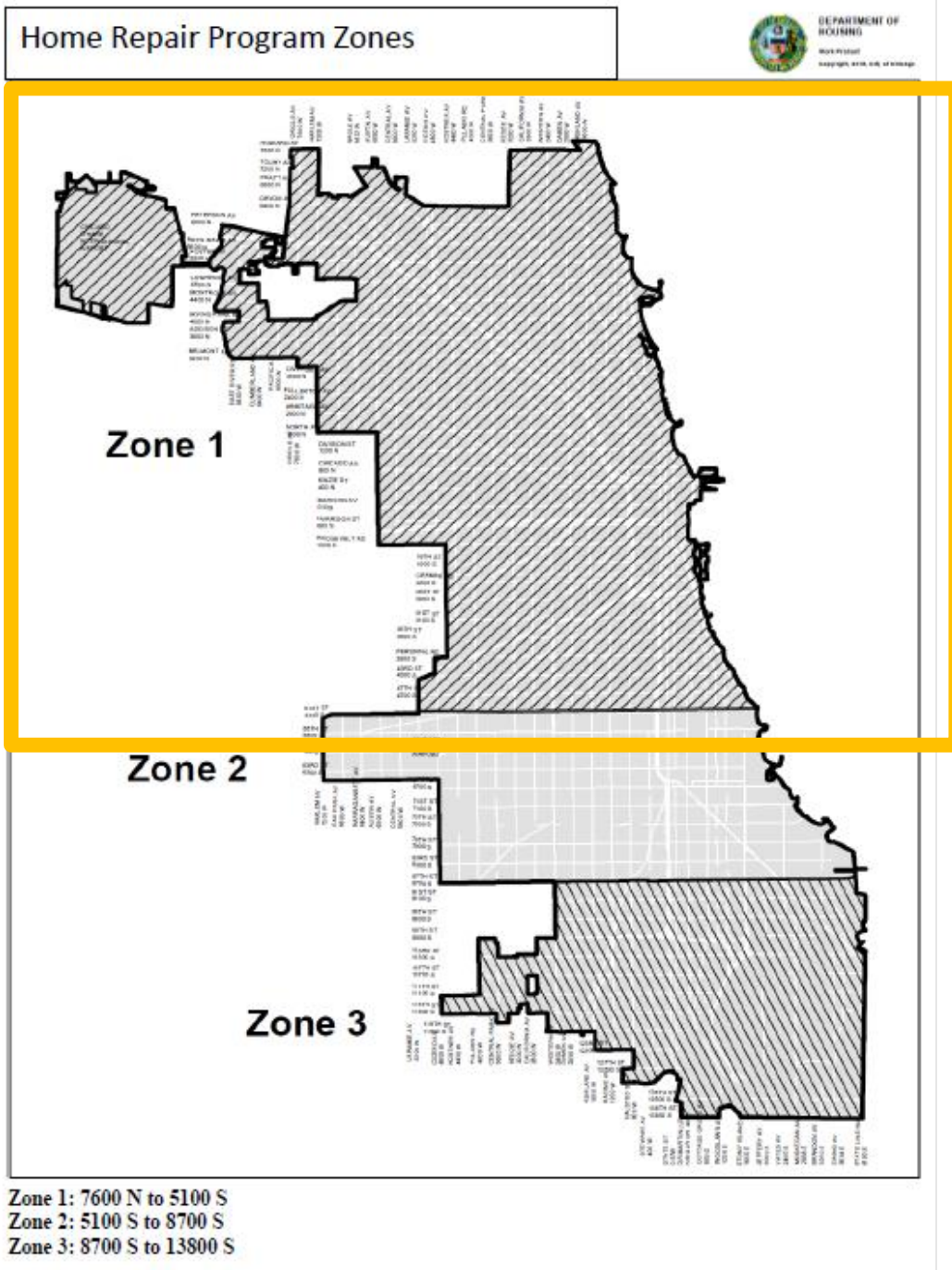
* Contractors must submit responses by 11:59 p.m. CT on Monday, February 14, 2022, to become a participating contractor in time for the March 1, 2022, start date. Responses received after Monday, February 14, 2022, will be considered on a rolling basis later in the year.

Elevate’s Reserved Rights

Issuance of this RFQ in no way constitutes a commitment by Elevate to award and execute any contract for the work specified in this RFQ. Elevate, in its discretion, reserves the right to:

- cancel or terminate this RFQ at any time.
- reject any or all responses received for this RFQ.
- enter into further discussions with one or more of the respondents.
- waive and/or amend any specification or term of this RFQ.
- not award the work to any respondent.

Appendix A: Map of Home Repair Program Zones, Elevate's Zone 1 Highlighted in Orange



Appendix B: Contractual Terms

Following is the Master General Contractor Agreement (the “Agreement”) that contractors selected to participate in the Home Repair Program contractor pool will enter into with Elevate. Elevate reserves the right to modify any term or condition of the Agreement.

APPENDIX B

MASTER GENERAL CONTRACTOR AGREEMENT

This Master General Contractor Agreement (this “**Agreement**”) entered into this ____ day of _____, 2022 (the “**Effective Date**”) by and between Elevate Energy (hereinafter called “Elevate”) and [insert name of contractor] (hereinafter called the “Contractor”).

PURPOSE

- A. Elevate has been selected by the City of Chicago Department of Housing (“**CDOH**”) to administer Zone 1 of its new Home Repair Program (the “**Program**”).
- B. The Program is funded through a U.S. Dept. of Housing and Urban Development’s Community Development Block Grant (“**CDBG**”) awarded to CDOH.
- C. The purpose of the Program is to address necessary repairs at homes located within Zone 1.
- D. Contractor is in the business of acting as a general contractor with respect to, and/or performing, certain trade work including, but not limited to, repairing and replacing porches and roofs on residential properties.
- E. Elevate issued a request for quotations dated [DATE] (the “**RFQ**”) by which Elevate established a pool of contractors to perform work under the Program.
- F. Contractor submitted a response to the RFQ and was chosen to participate in the pool of Program contractors.
- G. Contractor has the knowledge, skill and capability to perform the work required of contractors participating in the Program pool of contractors, and desires to do so.

NOW THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

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 RFP and 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, CDOH and the owner (each an "**Owner**" and collectively the "**Owners**") 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 CDOH 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 CDBG 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. 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, CDOH 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, CDOH 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, CDOH 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 CDOH), 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 CDBG 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.

13. 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 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 Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12) 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.

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 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, CDOH or Owner, any and all defects that appear within the period specified for the Work set forth in **Exhibit C** hereto. This warranty obligation is cumulative and shall not serve to exclude other remedies of Elevate, CDOH and/or Owner under this Agreement or applicable law, or change applicable statutes of limitation.

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 City of Chicago; (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, CDOH, 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, CDOH 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, CDOH 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 CDOH.

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 and any term or condition of the RFP, the Statement of Work or any other Contract Document, the order of precedence will be as follows:

- A. this Agreement
- B. the applicable Statement of Work
- C. the applicable Contract Documents

D. the RFP

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.]

IN WITNESS WHEREOF, this Master General Contractor Agreement has been duly executed by the authorized representatives of the parties hereto as of the Effective Date.

ELEVATE ENERGY

By: _____

Name: _____

Title: _____

[INSERT CONTRACTOR LEGAL NAME]

By: _____

Name: _____

Title: _____

EXHIBIT A
FORM STATEMENT OF WORK

EXHIBIT B 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 work, services or operations under this Agreement 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, the City of Chicago, each Owner and other entities as required by Elevate or the City of Chicago (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 and/or the City of Chicago. 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 the City of Chicago. 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 and the City of Chicago.

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. The City 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.

3) 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 the City.

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.

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 on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Contractors Pollution Liability

Contractor must maintain Contractor's Pollution Liability when any Subcontractor'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 on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

6) Builders Risk

Contractor must provide an All-Risk Builders Risk Insurance at replacement cost when Subcontractor undertakes any construction, including improvements, betterments, and/or repairs for materials including off-site materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Coverages must include, but are not limited to, the following: in-transit, equipment breakdown, earth movement, flood, water including overflow, leakage, sewer backup or seepage, utility services, damage to existing property, scaffolding, false work, fences, and temporary structures, collapse, debris removal, faulty workmanship or materials, cold testing, extra expense, ordinance or law for increased cost of construction. The City is to be named as an additional insured and loss payee as its interest may appear.

7) Environmental and Asbestos Abatement Liability

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

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 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 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 the Contractor's liabilities and responsibilities specified within this Agreement or by law.

No Contribution by Elevate. Any insurance or self-insurance programs maintained by Elevate 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 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 and the City of Chicago 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.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago including any department thereof, maintains the right to modify, delete, alter or change these requirements. Elevate will promptly notify Contractor in writing of any such change. Contractor agrees to comply with any such change and to provide Elevate with written evidence of Contractor's compliance therewith.

EXHIBIT C
CITY OF CHICAGO REQUIREMENTS

1. Warranty Requirements. Contractor warrants that all materials and equipment furnished shall be new unless otherwise specified, and that all Work (including labor, materials and equipment) 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 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:

Work	Labor	Materials; Equipment
Roof Repair	TBD	Per manufacturers' warranty
Roof Replacement	3 years	Per manufacturers' warranty but no less than [20] years
Porch Repair	TBD	Per manufacturers' warranty
Porch Replacement	TBD	Per manufacturers' warranty
		Per manufacturers' warranty
		Per manufacturers' warranty
		Per manufacturers' warranty

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 in accordance with Contractor's warranty obligations herein.

2. Onsite Lead Paint Abatement Work. For any Work that involves lead paint abatement , Contractor agrees to comply with the following requirements:

- City of Chicago and Elevate staff will determine the appropriate scope of work based on each Owner's specified need in the City of Chicago Department of Housing (DOH) Home Repair Program application.

- If the Owner's property was constructed before 1978, and the project costs more than \$5,000 and if painted surfaces will be disturbed as part of the scope of work then Contractor will conduct paint testing of the painted surfaces that will be disturbed as required by 24 CFR 35.930(b). If lead testing is required, the Owner and all occupants will be notified about paint testing results and will receive a risk assessment and notification that lead is present. Contractor will provide Owners and occupants with a description of interim controls and safe work practices that will be employed. Contractor will have Owner sign a verification of receipt of lead awareness forms and that they received the United States Environmental Protection Agencies' Protect Your Family From Lead In Your Home brochure, provided by Contractor.
 - Contractor and each subcontractor must be licensed and certified to perform lead abatement and containment work. Contractor's interim controls and safe work practices must be consistent with the State of Illinois and U.S. Department of Housing and Urban Development (HUD) requirements. Contractor will employ detailed methodologies of containment strategies consistent with CDBG Lead Based Paint Chapter 13 and lead standards controls referenced in 24 CFR §35 including, but not limited to, 24 CFR §35.930(b), evaluation and hazard reduction requirements; 24 CFR §35.1330, interim controls and 24 CFR §35.1350 safe work practices or §35.1320 risk assessment for projects more than \$25,000. The following HUD documents must be utilized, filed and must include as applicable:
 - Certified Inspector's Lead Inspection Report
 - Lead Hazard Screen Report
 - Risk Assessment
 - Notice to EPA of lead-based paint abatement activities
 - Laboratory analysis of samples
 - Recordkeeping. All reports or plans required herein shall be maintained by Contractor for no fewer than 3 years. Contractor shall provide copies of these reports to the Owner.
 - The lead paint awareness form and brochure will also be signed and distributed to the Owner. Contractor will have each Owner sign the lead awareness form to acknowledge receipt of brochure.

 - Documentation of the results from the lead testing will be retained and shared with Elevate, DOH, the City of Chicago Construction and Compliance Division (CAC) and CDPH, the Owner and any occupants of the Property. Contractor will also maintain and provide upon request an environmental sample analysis; verification of notice to Owner and occupants and interim control and safe work methods; verification of lead disposal and that abatement and disposal was completed by certified workers or subcontractors (which may be Contractor or any subcontractor thereof if certified to perform such lead disposal services).
3. **Construction Typology.** Contractor must comply with written rehab standards set forth by the City of Chicago, Department of Buildings (DOB). DOB standards must be followed for roof and porch technical policies and procedures.
4. **Illinois Prevailing Wage Requirements.** Contractor shall not pay less than the prevailing rates of wages to all laborers, workers, and mechanics performing Work under this Agreement, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

5. **Requirements for Contractor's Contracts With Owners.** Each contract Contractor enters into with an Owner in connection with this Program (including any agreement by and among Elevate, Contractor and Owner or Elevate and Contractor for any Work at an Owner's Property) must attach the following "**Attachment C-1**" as a rider (the "**Rider**"). Failure to include the Rider in any applicable contract will not relieve Contractor from its obligations to comply with the terms of the Rider.

6. **Disposal Affidavit Requirement.** Contractor must provide a completed disposal affidavit in the form attached hereto as **Attachment C-2** signed by an authorized officer or representative of Contractor with Contractor's final invoice for each Program project.

Attachment C-1 Contractor's Construction Contract Rider

Any reference in this rider (this "Rider") to "You" or "Owner" shall mean the owner of the property to which the contract (as amended by this Rider and hereinafter referred to as the "Contract") applies. The construction general contractor that is a party to this Agreement is referred to herein as "Contractor". In the event of any conflict between any provision of this Rider and any other provision of the Contract, the provisions of this Rider shall control.

1. Bond/Letter of Credit. The Contractor shall maintain [Check as applicable]:
 - a payment and performance bond; or
 - a letter of credit in an amount not less than \$_____ acceptable to Elevate and/or the City of Chicago (the "City") in full force and effect until completion of the Work.

2. No Payment, Gratuity, etc. No payment, gratuity or offer of employment shall be made in connection with the Work, by or on behalf of a subcontractor to the Contractor or any higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

3. MBE/WBE Commitment. (a) Consistent with the findings which support, as applicable: (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the MBE/WBE Program), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 3, during the course of the Work, the Contractor shall expend or cause to be expended, for contract participation by minority-owned businesses (MBEs) and by women-owned businesses (WBEs), at least the following percentages of the aggregate hard construction costs (as set forth in the project budget):
 - a. At least 26 percent by MBEs.
 - b. At least six percent by WBEs.

(b) For purposes of this Section 3 only, the Contractor (and any party to whom a subcontract is let by the Contractor in connection with the Work) shall be deemed a "contractor" and the Contract (and any subcontract let by the Contractor in connection with the Work) shall be deemed a "contract" or a construction contract as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable. In addition, the term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or

the Construction Program, as applicable; and the term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Contractor's MBE/WBE commitment may be achieved in part by the Contractor's status as an MBE or WBE (but only to the extent of any Work actually performed by the Contractor itself) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any Work actually performed by the MBE or WBE itself), by subcontracting a portion of the Work to one or more MBEs or WBEs, or by the purchase of materials or services used in the Work from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Contractor's MBE/WBE commitment as described in this Section 3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Contractor shall not substitute any MBE or WBE subcontractor without the prior written approval of the City's Department of Planning and Development (DPD).

(d) The Contractor shall deliver reports to Elevate upon request describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Contractor in connection with the Work, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Work, a description of the labor performed or products or services supplied, the date and amount of such labor, product or service, and such other information as may assist the Owner and DPD in determining the Contractor's compliance with this MBE/WBE commitment. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Work for at least five years after completion of the Work, and Elevate and DPD shall have access to all such records maintained by the Contractor, on five Business Days' notice, to allow Elevate and DPD to review the Contractor's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Work.

(e) Upon the disqualification by the City of any MBE or WBE contractor or subcontractor, if such status was misrepresented by the disqualified party, the Contractor shall be obligated to discharge or cause to be discharged the disqualified subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of

this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver by the City of the Contractor's MBE/WBE commitment as described in this Section 3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) [Intentionally omitted]

4. Intentionally omitted.

5. Lead-Based Paint. Each project involving lead-based paint abatement Work shall constitute HUD-associated housing for purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4821 et seq., as amended, supplemented and restated from time to time). The Contractor shall comply with the requirements thereof to the extent provided under applicable federal regulations, including without limitation the requirements of notice to tenants, prohibition of the use of lead-based paint and for the elimination of the hazards of lead-based paint. Any lead-based paint and defective paint debris shall be disposed of in accordance with applicable federal, state and local requirements.

6. No Conflict of Interest. No individual who is an employee, agent, consultant, officer or elected or appointed official of the City (and no individual who was an employee, agent, consultant, officer or elected or appointed official within one year prior to the date of the Agreement) and who exercises or has exercised any functions or responsibilities with respect to activities assisted with City funds or who is or was in a position to participate in a decision-making process or gain inside information with regard to such activities, has obtained, is obtaining or will obtain a financial interest or benefit from the Work, or has or will have any interest in the Agreement or any contract, subcontract or agreement with respect to the Program or the proceeds thereunder, either for such individual or for those with whom such individual has family or business ties.

7. All Applicable Laws. The Contractor shall be subject to, obey and adhere to any and all federal, state and local laws, statues, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of the Agreement which may be applicable to the Contractor, the Work of the Program, including but not limited to the Copeland "Anti-kickback" Act, 18 U.S.C. Section 874, as supplemented by United States Department of Labor regulations at 29 C.F.R. Part 3, and all environmental laws, all as amended, supplemented and restated from time to time.

8. [Intentionally omitted]

9. Insurance. The Contractor agrees that it shall procure and maintain insurance in such kinds and amounts as shall be required by Elevate and the City and shall provide Elevate and the City with a certificate of insurance evidencing such coverages and showing the City as an additional insured with respect to such policies as the City shall request.

10. Labor Standards. The applicable provisions are set forth in detail in Form HUD-4010 and the U.S. Secretary of Labor's wage determination, which are attached hereto and hereby made a part hereof. The Contractor shall comply with the provisions thereof and shall ensure that Form HUD-4010 and the U.S. Secretary of Labor's wage determination are attached to and incorporated in all bid specifications and subcontracts with respect to the Program, to the extent and as required in Form HUD-4010. In the event of any issues or disputes arising with respect to amounts due as wages to be paid in connection with the Project and/or as liquidated damages under the Contract Work Hours and Safety Standards Act, Contractor agrees to execute, or cause the applicable subcontractor to execute, a Labor Standards Deposit Agreement (in such form as shall be specified by the City) and to deposit, or cause to be deposited, funds in the amount designated by the City, to be held and disbursed as specified in such Labor Standards Deposit Agreement.

11. Housing Act Section 3. To the extent deemed applicable to the Program by the City: (a) As used in this Section 11, (1) "Housing Act Section 3" shall mean Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. Section 170u, as amended, supplemented and restated from time to time; and (2) "Section 3 Regulations" shall mean 24 C.F.R. Part 135, and such additional regulations, orders, rulings, interpretations and directives in connection with Housing Act Section 3 as may be promulgated or issued by HUD from time to time.

(b) The Work is subject to the requirements of Housing Act Section 3. The purpose of Housing Act Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Housing Act Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income individuals, particularly individuals who are recipients of HUD assistance for housing.

(c) The Owner and the Contractor hereby agree to comply with the Section 3 Regulations in connection with the Work. As evidenced by their execution of the Agreement, the parties to the Agreement hereby certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations in connection with the Work.

(d) The Contractor hereby agrees to (1) send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, and which concerns workers whose positions are subject to compliance with the Section 3 Regulations in connection with the Work, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 11, and (2) post copies of the notice in conspicuous places at the Work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Housing Act Section 3 preference and shall set forth: (i) the minimum number of jobs and job titles subject to hire, the availability of apprenticeship and training positions, and the qualifications for each; (ii) the name and location of the person(s) taking applications for each of the positions; and (iii) the anticipated date the Work shall begin.

(e) The Contractor hereby agrees to (1) include the language contained in this Section 11 (substituting the terms "subcontractor" and "Contractor" for the terms "Contractor" and "Owner," respectively, wherever the former terms appear in this Section 11) in every subcontract entered into by the Contractor in connection with the Work and subject to compliance with the Section 3 Regulations, and (2) take appropriate action, as provided in an applicable provision of such subcontract or in this Section 11, upon a finding that any person or entity with whom the Contractor contracts is in violation of the Section 3 Regulations. The Contractor covenants and agrees that the Contractor shall not contract with any person or entity in connection with the Work where the Contractor has notice or knowledge that such person or entity has been found in violation of the Section 3 Regulations.

(f) The Contractor hereby certifies that any vacant employment positions in connection with the Work, including training positions, that were filled prior to the Closing Date (as defined in the Loan Agreement) and with persons or entities other than those to whom the Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under the Section 3 Regulations.

(g) Noncompliance with the Section 3 Regulations may result in sanctions, including, but not limited to, the declaration by the City of an event of default under the Loan Documents and the exercise by the City of its remedies thereunder, as well as debarment or suspension of the non-complying party from future HUD-assisted contracts.

12. Open Dumping; Environmental Restriction. (a) The removal of all recyclable material and garbage, refuse or other waste material, including but not limited to broken concrete, bricks, rock, paving asphalt and incidental debris generated from all construction or demolition activities performed under the Agreement to which this Rider is attached, must be transported to a facility that is properly zoned and permitted to accept such material pursuant to Section 11-4 of the Municipal Code of Chicago and all other applicable local, state and federal laws and regulations. Bills of lading, manifests or other confirmatory receipts signed by a representative of the accepting facility for each load of material must be retained by the Contractor and made available to the City upon request. The Contractor shall complete and provide to the City an affidavit, in the form attached hereto as **Attachment C-2** hereto and marked as "DISPOSAL AFFIDAVIT," at the time of the final payment to the Contractor for the Work.

(b) Neither the Contractor nor any "Affiliated Entity" (as defined below) of the Contractor has, during a period of five years prior to the date of execution of this Rider, (1) violated or engaged in any conduct which violated Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code of Chicago or any other "Environmental Restriction" (as defined below); (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City, the State of Illinois, the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government or any state or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code of Chicago or any other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for

failure to comply with Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code of Chicago or any other Environmental Restriction.

(c) "Affiliated Entities" are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

(d) "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental

Response, Compensation and Liability Act (42 U.S.C. ' 9601 *et seq.*); (2) the Hazardous Materials Transportation Act (49 U.S.C. ' 1801 *et seq.*); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. '6901 *et seq.*); (4) the Clean Water Act (33 U.S.C.' 1251 *et seq.*); (5) the Clean Air Act (42 U.S.C. 7401 *et seq.*); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. ' 2601 *et seq.*); (7) the Safe Drinking Water Act (42 U.S.C. ' 300f *et seq.*); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. ' 651 *et seq.*); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. ' 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

(e) The Contractor has obtained certifications in form and substance equal to Section 12(a)-(b) hereof from all subcontractors that the Contractor presently intends to use in connection with the Program. As to subcontractors to be used in connection with the Program who are not yet known to the Contractor, the Contractor shall obtain certifications in form and substance equal to Section 12(a)-(b) hereof from all such parties prior to using them in connection with the Program.

(f) The Contractor shall not, without the prior written consent of Elevate or the City, use any subcontractor in connection with the Program if the Contractor, based on information contained in such party's certification or any other information known or obtained by the Contractor, has reason to believe that such subcontractor has, within the preceding five years, been in violation of any Environmental Restriction, received notice of any claim relating to a violation of an Environmental Restriction, or been subject to any fine or penalty for a violation of an Environmental Restriction.

(g) Further, the Contractor shall not, without the prior written consent of Elevate or the City, use as a subcontractor in connection with the Program any person or entity from which the Contractor is unable to obtain certifications in form and substance equal to Section 12(a)-(b) hereof or which the Contractor has reason to believe cannot provide truthful certifications.

13. Restriction on Lobbying. (a) The Contractor hereby certifies, that except as disclosed below, there are no persons registered under the Lobbying Disclosure Act of 1995, 2 U.S.C. ' 1601 *et seq.* (the "Disclosure Act"), who have made lobbying contacts on behalf of the Contractor with respect to the Program. If no persons are disclosed below, it shall be conclusively presumed that the Contractor certifies that there are no such persons.

(b) The Contractor certifies that it has not and shall not expend any Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, as defined by applicable Federal law, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Accordingly, the Contractor has not used any Federal appropriated funds to pay any person listed in Section 13(a) above for his/her lobbying activities in connection with the Project.

(c) The Contractor shall submit an updated certification to the Owner at the end of each calendar quarter in which there occurs any event that materially affect the accuracy of the statements and information set forth in paragraphs (a) and (b) above.

(d) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Transaction, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(e) Either (1) the Contractor is not an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or (2) the Contractor is an organization described in Section 501 (c)(4) of the Internal Revenue Code of 1986 but has not engaged and shall not engage in "lobbying activities", as defined in the Disclosure Act.

(f) The Contractor shall require that the language of this Section 13 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(g) The certification contained in this Section 13 is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. No Bribery, Bid-rigging, etc. The Contractor hereby represents and certifies as follows:

(a) The Contractor, or any party to be used in the performance of the Work (an "Applicable Party"), or any Affiliated Entity of either the Contractor or any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the Contractor, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof, has not within the last three years (1) bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity; (2) agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (3) made an admission of such conduct described in (1) or (2) above which is a matter of record, but has not been prosecuted for such conduct.

(b) The Contractor has obtained from all Applicable Parties, known by the Contractor at this time, certifications in form and substance equal to paragraph (a) above. Based on such certifications and any other information known or obtained by the Contractor, the Contractor is not aware of any such Applicable Party, any Affiliated Entity of such Applicable Party, or any agent, partner, employee or officer of such Applicable Party or Affiliated Entity having (1) engaged in or been convicted of any of the conduct described in Section 14(a)(l) or ill above; (2)

engaged in or been convicted of bid-rigging, bid-rotating, or any similar offense of any state of the United States of America which contains the same elements as bid-rigging and bid-rotating; or (3) made an admission of the conduct described in Section 14(a)(l) or ill above which is a matter of record, but not been prosecuted for such conduct.

(c) The Contractor shall, prior to using them in connection with the Work, obtain from all Applicable Parties to be used in connection with the Work but not known by the Contractor at this time, certifications in form and substance equal to paragraph (a) above. The Contractor shall not, without the prior written permission of the City, use any of such Applicable Parties in connection with the Work if the Contractor, based on such certifications or any other information

known or obtained by the Contractor, becomes aware of such Applicable Party, any Affiliated Entity of such Applicable Party, or any agent, partner, employee or officer of such Applicable Party or Affiliated Entity having (1) engaged in or been convicted of any of the conduct described in Section 14(a)(l) or ill above; (2) engaged in or been convicted of bid-rigging, bid-rotating, or any similar offense of any state of the United States of America which contains the same elements as bid-rigging and bid-rotating; or (3) made an admission of the conduct described in Section 14(a)(l) or ill above which is a matter of record, but not been prosecuted

for such conduct.

(d) For all Applicable Parties, the Contractor shall maintain for the term of the Agreement all certifications of all Applicable Parties required by Section 14(b) and (c) above, and the Contractor shall make such certifications promptly available to the City upon request.

(e) The Contractor shall not, without the prior written consent of Elevate or the City, use as an Applicable Party any individual, firm, partnership, corporation, joint venture or other entity from

whom the Contractor is unable to obtain a certification in form and substance equal to paragraph (a) above.

(f) The Contractor hereby agrees, if the City so demands, to terminate its contract with any Applicable Party, if such Applicable Party was ineligible at the time the Contract was entered into for award of such contract, if applicable, under Section 2-92-320 of the Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended, supplemented and restated from time to time. The Contractor shall insert adequate provisions in all contracts to allow it to terminate such contracts as required by this Section 14(f).

(g) The Contractor understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

(h) Neither the Contractor nor any employee, official, agent or partner of the Contractor is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3, as amended, supplemented and restated from time to time; (2) bidrotating in violation of 720 ILCS 5/33E-4, as amended, supplemented and restated from time to time; or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bidrotating.

15. Nonsegregated Facilities. (a) The Contractor certifies that it does not and shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and shall not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise.

(c) The Contractor further agrees that it shall obtain or cause to be obtained identical certifications from each proposed subcontractor in connection with the Program before the award of subcontracts under which the subcontractor will be subject to the equal opportunity clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the equal opportunity clause. See 41 C.F.R. Part 60 for further information regarding the equal opportunity clause.

(d) The Contractor shall forward or cause to be forwarded the following notice to proposed contractors and subcontractors:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a contract/subcontract under which the contractor/subcontractor will be subject to the Equal Opportunity clause. The certifications may be submitted either for each contract/subcontract or for all contracts/subcontracts during a period (e.g., quarterly, semiannually or annually).

16. Equal Employment Opportunity. Federal regulations require that certain contractors and proposed subcontractors submit the following information with their bids or in writing at the outset of negotiations. If required by the City, Contractor will such information to Elevate and/or the City.

A. Do you have 50 or more employees?

Yes No

If yes, please complete B through D below. If no, no further information is required.

B. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 C.F .R. Part 60-2.)

Yes No

C. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

D. If the answer to (C) is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

Yes No

OWNER:

By: _____
Its: _____

CONTRACTOR:

By: _____
Its: _____

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**Attachment C-2
Disposal Affidavit
City of Chicago Department of Planning and Development
Construction Administration Section**

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:

(The Contractor must provide the Commissioner of the City of Chicago Department of Planning and Development or the Commissioner's designated representative with 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 City of Chicago's Chief Procurement Officer, 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: _____

DPD Use Only:

Home Repair Program

- | | | |
|--|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Multi-family | <input type="checkbox"/> E.H.A.P. | <input type="checkbox"/> Facade |
| <input type="checkbox"/> Single-Family | <input type="checkbox"/> B.I.L.P. | <input type="checkbox"/> Other |