

**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

*Putting Assets to Work Innovative Finance & Asset Concession Grant Implementation
Services (RFP 25-02) ("the Project")*

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 6 day of March, between the City of Evanston, an Illinois municipal corporation with offices located at 909 Davis Street, Evanston Illinois 60201 (hereinafter referred to as the "City"), and Propvizer, 2205 South 1000 East Salt Lake City, UT 84106 (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$900,000.

I. COMMENCEMENT DATE

Consultant shall commence the Services no later than ~~the~~ ^{on} March 10, 2025 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by March 9, 2028 If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A, the City's Request for Proposal/Qualifications No. 25-O-2 (Exhibit B) and Consultant's Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A.

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City's direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub-consultants provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. If the Consultant sub-contracts any of the services to be performed under this Agreement, the sub-consultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any sub-consultant's work.

All sub-consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub-consultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by the City, any of its departments, and/or OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services; (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Breach/Default. Any one of the following events shall be deemed an event of default hereunder by Consultant, subject to Consultant's right to cure: 1. Failure to perform the Services as defined in Paragraph A above and contained within Exhibit A; 2. Failure to comply with any other of the General Provisions contained within this contract. Consultant, within thirty (30) days, shall have the right to cure any default herein listed at its own expense, including completion of Services or the replacement or termination of any agent, employee, or sub-contractor as a result of any violation of the General Provisions contained herein.

D. Remedy. City does not waive any right to exercise any option to cure any breach or default on the part of contractor, including but not limited to injunctive relief, an action in law or equity or termination of this Agreement as outlined in Paragraph E of this section.

E. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from nonappropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited

to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, PDF, ARTView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

F. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City, including but not limited to all policies and work rules applicable to City employees while on City property such as the Workplace Harassment Policy; COVID-19 Vaccination Policy; and Drug and Alcohol Policy. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto. Consultant shall certify that its agents, employees and subcontractors are in compliance with City work rules applicable to City employees while on City property. Failure to certify or violation of work rules is subject to the Default provisions of Paragraph C.

G. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

H. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCAD Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

I. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

J. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

K. Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-consultants' work. Acceptance of the work by the City will not relieve the Consultant of the

responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

L. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy (ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant. Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

M. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose

such information. Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section. N. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party. O. No Assignments or Sub-contracts. Consultant shall not assign or sub-contract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

P. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, sub contractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

Q. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-consultant, supplier or materialmen, or other

person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

R. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

S. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

T. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

U. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

V. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

W. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

X. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the contract, the Consultant agrees as follows: A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will

examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5. B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A. The illegality of sexual harassment;
- B. The definition of sexual harassment under State law;
- C. A description of sexual harassment utilizing examples;
- D. The Consultant's internal complaint process including penalties;
- E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fails to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of contra proferentem shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT: Propvizer Inc.

By Ben McArdens

Its: Chief Executive Officer

FEIN Number: 86-1791066

Date: March 9, 2025

**CITY OF EVANSTON
909 DAVIS STREET
EVANSTON, IL 60201**

By: Luke Stowe

Its: City Manager

Date: 03 / 12 / 2025

Approved as to form:

Alexandra B. Ruggie

Alexandra B. Ruggie

Corporation Counsel

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated March __, 2025 between the City of Evanston, 900 Davis Street, Evanston, Illinois, 60201 ("City") and Propviser("Consultant") sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

- I. **COMMENCEMENT DATE:** March 10, 2025
- II. **COMPLETION DATE:** March 9, 2028
- III. **FEES:** not to exceed \$900,000
- IV. **SERVICES/SCOPE OF WORK:** *As defined in RFP/Q # 25-2 (Exhibit B) and Consultants Response to Proposal (Exhibit C) Dated: January 14, 2025*

Exhibit B

CITY OF EVANSTON

REQUEST FOR PROPOSAL

NUMBER: 25-02

For

**Putting Assets to Work Innovative Finance and Asset Concession Grant
Implementation**

December 19, 2024



PROPOSAL DEADLINE: 2:00PM., January 14, 2025

ELECTRONIC BID SUBMITTAL:

Bid responses will only be accepted electronically
via E-bidding through DemandStar (WWW.DEMANDSTAR.COM)

**It is highly recommended that new DemandStar users complete the account setup
process prior to project due date/time.**

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CITY OF EVANSTON
NOTICE TO PROPOSERS

The City's Purchasing Office will receive proposals until 2:00 P.M. local time on **January 14, 2025**. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Proposals shall cover the following:

Putting Assets to Work Innovative Finance and Asset Concession Grant Implementation

RFP Number: 25-02

The City of Evanston's City Manager's Office is seeking proposals from experienced firms to provide real estate, financial and development consultation services for City of Evanston-owned assets identified in the [Putting Assets to Work](#) plan adopted by the Evanston City Council.

The above item shall conform to the RFP on file in the Purchasing Office. Parties interested in submitting a proposal should contact the Purchasing Office to receive a copy of the RFP or see the City's website at: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

The City of Evanston in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

The Evanston City Council also reserves the right to award the contract to an Evanston firm if that firm's bid is within 5% of the low bid.

Each Proposer shall be required to submit with his/her proposal a Disclosure of Ownership Interest Statement Form in accordance with Section 1-18-1 *et seq.* of the City Code. Failure to submit such information may result in the disqualification of such proposal.

Linda Thomas
Purchasing Specialist

CITY OF EVANSTON
Request for Proposal

1.0 INTRODUCTION

The City is seeking proposals for implementing the City of Evanston Putting Assets to Work strategy. To assist with the implementation, the City of Evanston was awarded an \$985,000 Innovative Finance and Asset Concession Grant to plan and implement the redevelopment/repurposing of three key assets - the Lorraine H. Morton Civic Center, the Noyes Cultural Arts Center, and the Evanston Police and Fire Headquarters. The future of these properties will be determined through a public process. Regardless of their future use, the plan will be focused on designing a program that will generate revenue for the City of Evanston to reduce the tax burden on community members and business owners.

The preferred vendor will serve as a development advisor providing real estate, financial and development consultation services related to various City of Evanston real estate assets.. The City is interested in pursuing unique financing and development options for our City facility needs and potential real estate re-development opportunities. These services would include the development of Request for Qualification(s) and/or Proposal(s) for any development and/or re-development projects, assisting in the negotiation and execution of any development and/or re-development contracts and construction management of these projects.

The chosen vendor will be responsible for reporting to the City Manager's Office and will be responsible for presenting to the Evanston City Council and relevant boards, commissions, and committees. Transparency is of utmost importance. The process will work at a pace the community and City Council establishes. All disposition / redevelopment / development recommendations will require City Council approval as governed by the City Code and relevant State of Illinois Statutes.

The contract term desired is for a period of three (3) years with three (3) additional one (1) year options to renew. The renewal periods are intended to provide time to implement aspects of the Putting Assets to Work program not completed under the grant terms or outside of the grant terms.

Funding for work not covered by the innovation grant will be negotiated and could include commissions or developer fees. Sources of funding will be determined on case by case basis and subject to city council approval. Given the increasing use by the public sector of third-party financing for facility needs, the City is open to discussing compensation methods for these development advisor services, including the typical approach of a commission-based compensation linked to the completed transaction(s).

Contact with City personnel in connection with this RFP shall not be made other than as specified in this RFP. Unauthorized contact of any City personnel may be cause for rejection of a proposal.

Prior to the submittal of a proposal, Proposers are advised to carefully examine

- the contract documents

- project scope and work tasks to be accomplished
- specifications
- submittal requirements
- insurance requirements and required documentation

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the City

The City will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.

2.0 SCOPE OF SERVICES

The City of Evanston received funding under the Build America Bureau's Innovative Finance and Asset Concession Grant Program to support a program of existing assets for transit-oriented development of several city-owned parcels within ½ mile of the Chicago Transit Authority (CTA) Noyes and Foster Purple Line Stations. This scope complements the work the City of Evanston has already initiated in other areas of the city including a series of surface parking lots in downtown Evanston and southeast Evanston within walking distance of South Boulevard, Main Street, Dempster, and Davis Street CTA stations and Davis Street and Main Street Metra Stations

The City hopes to build our capacity to create value from numerous city-owned parcels near the Noyes and Foster stations on the Purple Line of Chicago Transit Authority's 'L' system through public-private partnerships, investment of private capital, the TIFIA loan program, and asset concession arrangements. Funding received under the grant program will be used to retain third-party technical assistance to support the City's efforts.

The City will direct a third-party technical assistance provider to support our efforts to build organizational capacity by:

- Conduct the necessary analyses, develop recommendations, conduct a use case analysis, complete a financial analysis, evaluate equity considerations, environmental analysis, and financial structuring.
- Support policy formation and adoption of policies and tools to facilitate an asset management strategy based on the learnings and best practices from the above experiences.
- If applicable, hire contract staff who can coordinate with city staff and external experts, streamline City approval and formation of public-private partnerships, and coordinate efforts with other state, regional, and federal government partners.

The City expects to be able to demonstrate TIFIA eligibility for the Existing Assets where people can and will safely and conveniently walk from the Enhanced Asset to the qualified public transit facility/station. The third-party technical assistance partner will pursue the

formation of at least one public-private partnership to create an Enhanced Asset from one of the proposed Existing Assets, subject to City approvals.

Specifically, the City is proposing, with the support of a highly specialized and qualified technical assistance partner, to evaluate several city-owned parcels within ½ mile of the Chicago Transit Authority (CTA) Noyes and Foster Purple Line Stations for their potential to create transit-oriented development. These parcels are:

- The Lorraine H. Morton Civic Center is Evanston's city hall on an 86-acre parcel that also includes surface parking and green space. The city recently decided to cease to use this space for civic purposes and is in the process of moving to commercial office space in Evanston's downtown.
- The Noyes Cultural Arts Center (NCAC) is a city-owned cultural arts venue with extensive capital investment. The NCAC is within ½ mile of the Noyes Purple Line Station on the CTA 'L' system. The City is interested in exploring enhancement options for this property that would generate greater community engagement and occupancy.
- The Police/Fire Headquarters (PFHQ) currently houses Evanston's police and fire operations and includes roughly 0.7 acres of surface parking. The PFHQ is within ½ mile of the Davis Purple Line Station on the CTA 'L' system. The PFHQ is outdated and does not meet modern standards for holding cells, victim services support, ADA, and overall security.

The purpose of the contract is to receive the support of a third-party technical assistance provider to:

- Conduct an analysis of our existing assets and a use case analysis
- Develop public sector oversight and transparency policies to protect the public interest in asset concession relationships
- Explore different government and institutional structures to house the City's asset management initiative and respective pros and cons
- Joint project development scoping, high-level financial analysis, and project financial analysis and pro forma
- Conduct public engagement and feedback relating to project priorities and the City's program of existing assets

3.0 INSURANCE

Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder.

The consultant must provide an insurance certificate naming the City of Evanston as an additional insured and will provide a variety of insurances including:

- comprehensive general liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or professional liability insurance - \$1,000,000

The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the City of Evanston.

Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City.

4.0 SUBMITTAL REQUIREMENTS

The City will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar. Respondents are still required to complete all of the bid documents and provide all of the requested information in a pdf file(s). **Please refer to attached DemandStar e-bidding documents.**

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL BE NOT BE ACCEPTED. It is the sole responsibility of the proposer to insure that his or her proposal is delivered by the stated time. THE CITY IS NOT RESPONSIBLE FOR INCOMPLETE UPLOADED SUBMITTALS..

A. Cover Letter

The cover letter will include the following:

- introduction of firm signed by an authorized Principal of the firm
- name of firm
- address of firm
- phone number of the firm submitting the proposal
- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

B. Qualifications and Experience of Firm and/or Team

- All respondents shall describe other contracts (at least 5, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.

C. Area/Regional Manager(s)

Clearly identify the professional staff person(s) who would be assigned as your Area/Regional Manager(s) and provide resumes. The proposal should indicate the abilities, qualifications and experience of these individuals.

D. Fees

Provide a copy of your fees/prices on the attached price/costs form (see page 15).

E. Contract

The City has attached its standard contract in Exhibit J (see page 30– Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer’s response.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

not applicable

6.0 M/W/D/EBE GOALS

The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, Disadvantaged and Evanston-based businesses (M/W/D/EBEs) in completing a portion of the services required by the City. All respondents must submit a statement of the proposed involvement of M/W/D/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/D/EBEs that will assist in achieving the M/W/D/EBE goal with your submittal as well as the appropriate M/W/D/EBE forms or Request for Waiver. Any questions regarding M/W/D/EBE compliance should be submitted in writing to Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

7.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer’s representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the City Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

- A. Qualifications and Expertise
- B. Price
- C. Organization and Completeness of Proposal
- D. Willingness to Execute the City of Evanston’s Professional Services Agreement
- E. M/W/D/EBE Participation

8.0 SELECTION PROCESS

The City will select a firm on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The City reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

While it is the intent of the City to award a single firm, the City reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the City.

Responses may be rejected if the firm fails to perform any of the following:

- A. Adhere to one or more of the provisions established in this Request for Proposal.
- B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
- C. Submit a response on or before the deadline and complete all required forms.
- D. To fulfill a request for an oral presentation.
- E. To respond to a written request for additional information.

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City's review committee and will be recommended to the City Council for final approval.

If the City is unable to reach any sort of agreement with the selected firm, the City will discontinue negotiations with the selected firm and begin negotiations with the firm ranked second and so on until agreement is reached.

The firm to be recommended to the City Council will be the one whose proposal is determined to be the most advantageous to the City in consideration of price and all other evaluation factors which are set forth in this Request for Proposal. No other factors or criteria not listed in this RFP shall be used in the evaluation.

9.0 PROPOSED SCHEDULE

The tentative schedule for this RFP and project process is as follows:

- 1.RFP issued.....December 19, 2024
- 2.Last Day to submit questions.....January 17, 2025
- 3.Final Addendum Issued.....January 24, 2025
- 4.RFP Submission Due Date.....February 4, 2025
- 5.Interviews.....TBD
- 5.City Council Award of Contract.....TBD
- 6.Contract Effective.....TBD

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to Paul Zalmazek, Economic Development Manager at pzalmazek@cityofevanston.org.

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable.

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal

Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

C. Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each

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exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

D. Hold Harmless

Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-consultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

E. Addenda

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Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal therein. Failure to acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at [City of Evanston Notices & Documents](#) or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term

The contract term desired is for a period of three (3) years with three (3) additional one (1) year options to renew. . The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds

The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that insufficient funds to complete the contract are appropriated by Evanston City Council.

H. Property of the City

All discoveries and documents produced as a result of any service or project undertaken on behalf of the City of Evanston shall become the property of the City.

I. Payment Terms

The consultant shall submit invoices detailing the services provided, project, professional staff, and hours. Payment shall be made in accordance with the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

J. Disclosures and Potential Conflicts of Interest

The City of Evanston's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the City of Evanston requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

The City requires all Proposers to submit a certification, enclosed with this RFP, that the Proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

K. Protests

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Office. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.
- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a Proposer against the City relating to a contract shall be submitted in writing to the Purchasing Specialist. The City will only consider protests that are properly and timely submitted.

All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires the Purchasing Specialist to take. Statements shall be sworn and submitted under penalty of perjury.

L. Authority To Resolve Protests And Contract Claims

Protests: The Purchasing Specialist shall have the authority to consider and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract. The City shall issue a written decision and that decision is final.

Contract Claims: The Purchasing Specialist, after consulting with Corporation Counsel, shall have the authority to resolve contract claims, subject to the approval of the City Manager or City Council, as applicable, regarding any settlement that will result in a change order or contract modification.

Each Proposer, by submitting a response to this RFP, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the City and its officers, employees, agents and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a response to this RFP, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M. Litigation

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For purposes of this Section, the following terms are defined as follows:

“issue” means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the “issue”), which may affect the performance of the services to be rendered herein. For purposes of this Section, an “issue” shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the Proposer’s response shall be disclosed by the Proposer.

“covered individual” means any principal, president, managing partner, or vice-president, affiliated in anyway with the Firm, and the Firm’s employees or sub-contractors.

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City’s sole discretion, result in the Proposer’s response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer’s non-compliance with this Section.

N. Sub-contractors

If any firm submitting a proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the City of Evanston.

O. Contact with City Personnel

All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Specialist reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State’s Attorney for review and prosecution.

P. Costs Incurred

The City of Evanston assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.

Price Cost Form

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Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 *et seq.* requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other () _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

1b. **(Answer only if corporation has 33 or more shareholders.)**

Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

1c. **(Answer only if corporation has fewer than 33 shareholders.)**

Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

3a. Trust number and institution.

3b. Name and address of trustee or estate administrator.

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

SECTION 4 ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

4b. If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture or partnership agreements.)

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

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EXHIBIT B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this ____ day of _____, 20

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature:	_____	Company Name:	_____
Typed/Printed Name:	_____	Date:	_____
Title:	_____	Telephone Number:	_____
Email:	_____	Fax Number:	_____

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)
of _____
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

EXHIBIT F

CITY OF EVANSTON M/W/D/EBE POLICY

A City of Evanston goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, Disadvantaged and Evanston Business Enterprises. The goal of the Minority, Women, Disadvantaged and Evanston Business Enterprise Program (M/W/D/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/D/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/D/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/D/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/D/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/D/EBE who submitted a proposal but was not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/D/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Sub-contractor listed to meet the M/W/D/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/D/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWDEBE Monthly Utilization Report](#)).

EXHIBIT G

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

_____ (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

_____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

_____ Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

_____ Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.

_____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response \$ _____

Amount to be performed by a M/W/D/EBE \$ _____

Percentage of work to be performed by a M/W/D/EBE _____ %

Information on the M/W/D/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

1. Proper certification documentation if applying as a M/W/DBE and check the appropriate box below. This M/W/DBE will be applying with documentation from:

- | | |
|--|--|
| <input type="checkbox"/> Cook County | <input type="checkbox"/> State Certification |
| <input type="checkbox"/> Federal Certification | <input type="checkbox"/> Women's Business Enterprise National Council |
| <input type="checkbox"/> City of Chicago | <input type="checkbox"/> Chicago Minority Supplier Development Council |

2. Attach business license if applying as an EBE

EXHIBIT G

M/W/D/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/DBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is _____.

MBE/WBE/DBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE /DBE/EBE)	SERVICES PERFORMED	AMOUNT OF SUB- CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$	

EXHIBIT I

M/W/D/EBE Assistance Organizations (“Assist Agencies”) Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847-525-9693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773-483-4000; Fax: 773-483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: info@chicagomsdc.org Shelia Hill, President			
Evanston Minority Business Consortium, Inc. P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: embcinc@aol.com			
Federation of Women Contractors 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312-360-1122; Fax: 312-360-0239 Email: FWCChicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312-666-5910; Fax: 312-666-5692 Email: info@haciaworks.org			
Women’s Business Development Ctr. 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477 X220; Fax: 312-853-0145 Email: wdbc@wdbc.org Carol Dougal, Director			

PLEASE NOTE: Use of M/W/D/EBE Assistance Organizations (“Assist Agencies”) Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

Exhibit J

Professional Services Agreement Acknowledgement Page

The City has attached its standard professional services agreement as an exhibit to this RFP. Identify all exceptions to the agreement that would prevent your firm from executing it. **The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.** *Please check one of the following statements:*

____ I have read the professional services agreement and plan on executing the agreement without any exceptions.

My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

Authorized Signature: _____	Company Name: _____
Typed/Printed Name and Title: _____	Date _____

Exhibit J

Consultant Certification and Verification

I certify in accordance with the Professional Services Agreement, the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance and will comply with City work rules and policies applicable to City employees while they are on City property, including the City's Workplace Harassment Policy; COVID-19 Vaccination Policy; and Sexual Harassment Policy. I further certify that the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance with OSHA emergency temporary standard to protect workers from coronavirus.

CONSULTANT:

By _____

Its: _____

FEIN Number: _____

Date: _____

Exhibit J



CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

[Insert name of the project]
("the Project")

RFP Number: **XX-XX**

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *[Insert Professional Service Provider's name here]*, with offices located at *[Insert address here]*, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed **[\$[Insert fee here]**.

I. COMMENCEMENT DATE

Consultant shall commence the Services on _____ or no later than **three (3) DAYS AFTER** City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by _____. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for **Proposal/Qualifications No. # (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C)**. Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub-consultants provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. If the Consultant

sub-contracts any of the services to be performed under this Agreement, the sub-consultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any sub-consultant's work.

All sub-consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub-consultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by the City, any of its departments, and/or OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services; (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Breach/Default. Any one of the following events shall be deemed an event of default hereunder by Consultant, subject to Consultant's right to cure:

1. Failure to perform the Services as defined in Paragraph A above and contained within Exhibit A;
2. Failure to comply with any other of the General Provisions contained within this contract.

Consultant, within thirty (30) days, shall have the right to cure any default herein listed at its own expense, including completion of Services or the replacement or termination of any agent, employee, or sub-contractor as a result of any violation of the General Provisions contained herein.

D. Remedy. City does not waive any right to exercise any option to cure any breach or default on the part of contractor, including but not limited to injunctive relief, an action in law or equity or termination of this Agreement as outlined in Paragraph E of this section.

E. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, PDF, ARTView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

F. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City, including but not limited to all policies and work rules applicable to City employees while on City property such as the Workplace Harassment Policy; COVID-19 Vaccination Policy; and Drug and Alcohol Policy. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto. Consultant shall certify that its agents, employees and subcontractors are in compliance with City work rules applicable to City employees while on City property. Failure to certify or violation of work rules is subject to the Default provisions of Paragraph C.

G. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

H. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCAD Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish,

transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

I. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

J. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

K. Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its

obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-consultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

L. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy (ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its sub-contractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this

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Section, that the City may void this Agreement.

M. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

N. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

O. No Assignments or Sub-contracts. Consultant shall not assign or sub-contract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

P. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, sub-

contractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

Q. Liens and Encumbrances. Consultant, for itself, and on behalf of all sub-contractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

R. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

S. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

T. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

U. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

V. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

W. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform

its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

X. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its sub-consultant provide false information, or fails to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

39

Revised 03-02-2023

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

**CONSULTANT:
2100 RIDGE AVENUE**

**CITY OF EVANSTON
EVANSTON, IL 60201**

By: _____

By: _____

Luke Stowe

Its: _____

Its: City Manager

FEIN Number: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Alexandra B. Ruggie
Its: Corporation Counsel

Revision: April 2021

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201(“City”) and _____ (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. **COMMENCEMENT DATE:** _____

II. **COMPLETION DATE:** _____

III. **FEES:**

IV. **SERVICES/SCOPE OF WORK:**

As defined in RFP/Q # _____ (Exhibit B) and Consultants Response to Proposal (Exhibit C)

Dated: _____

EXHIBIT K

PROPOSAL BOND SUBMITTAL LABEL (If Applicable)

SUBMITTAL NUMBER: _____

SUBMITTAL NAME: _____

SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____

Exhibit C

**PUTTING ASSETS
TO WORK**

**INNOVATIVE FINANCE & ASSET
CONCESSION GRANT IMPLEMENTATION**

**PROPOSAL RESPONSE TO EVANSTON RFP:
PUTTING ASSETS TO WORK
INNOVATIVE FINANCE & ASSET
CONCESSION GRANT IMPLEMENTATION**

PROPOSAL# 25-02

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Dear Mr. Stowe and Members of the Selection Committee,

The decisions we make today affect the way generations experience our world. We recognize this, and it influences how we relate to real estate every day. Our methods approach real estate as a blank slate. We let the “land” tell us what it wants to be. Through a comprehensive process of public engagement with residents, elected officials, City staff, businesses, and other stakeholders we come to an understanding of community priorities, challenges, needs and opportunities. Through investigating the cultural history, environmental positioning, financial analysis, legal constraints of zoning and building codes, while considering market conditions, we apply local knowledge to practical concepts to create value with actionable ideas and thought leadership that the city can readily execute.

Imagine a re-imagined Evanston Civic Center—perhaps a vibrant community hub bustling with activity, seamlessly blending public services, modern amenities, and green spaces? Perhaps workforce housing for our missing middle? Perhaps vocational training and education to support our children who don’t pursue college? Our work throughout Evanston and around the country has helped public and private clients realize their dreams of a stronger community.

We let the “land” tell us what it wants to be. Through a comprehensive process of public engagement with residents, elected officials, City staff, businesses, and other stakeholders we come to an understanding of community priorities, challenges, needs and opportunities.

Envision the Noyes Cultural Arts Center as not just a creative space but a dynamic gathering point for artists, educators, and families from every corner of Evanston. Picture the Police/Fire Headquarters site as a catalyst for innovative mixed-use development, bringing housing, services, and opportunities together in a thoughtful urban fabric. This is not just a proposal—it’s an invitation to envision Evanston’s assets as more than physical structures. Together, Propvizer, MPact, and Sentient Co. bring decades of expertise in municipal finance, innovative redevelopment, and community-driven planning to help realize this vision. *(continued on next page)*

INTRODUCTION

Our approach is grounded in equity, transparency, and sustainability. We understand that public assets must serve public purposes, formed through robust opportunities for public input, while also unlocking economic value to reinvest in the community. With our combined experience in asset optimization, infrastructure finance, and strategic public-private partnerships, we are confident in delivering transformative outcomes tailored to Evanston's unique character. This proposal represents more than technical expertise—it's a partnership. A partnership to build spaces that unlock hidden value and opportunities where residents can thrive, businesses can grow, and public trust is strengthened. We are thrilled to present our shared vision, our team's extensive

Our approach is grounded in equity, transparency, and sustainability. We understand that public assets must serve public purposes, formed through robust opportunities for public input, while also unlocking economic value to reinvest in the community.

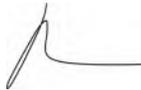
experience, and our passion for creating a lasting impact in Evanston. Let's bring this vision to life—together.

With great anticipation and commitment,



BEN MCADAMS
CEO, Propvizer

PROVIZER
2205 South 1000 East
Salt Lake City, UT 84106
801.560.3988



RYAN PORTER
Managing Partner, MPact Collective

MPACT COLLECTIVE
1046 New York Avenue, Suite A
Huntington Station, NY 11746
516.433.9000



MICHAEL MCLEAN JR.
Managing Partner, Sentient Co.

SENTIENT CO.
642 Sheridan Square #2
Evanston, IL 60202
312-504-1417

EXECUTIVE SUMMARY

PUTTING ASSETS TO WORK INNOVATIVE FINANCE AND ASSET CONCESSION GRANT IMPLEMENTATION

The City of Evanston is at a pivotal moment in transforming underutilized public assets into dynamic, revenue-generating, and community-enhancing developments. This proposal, submitted jointly by Propvizer, MPact, and Sentient Co., presents a strategic, data-driven, and community-focused approach to asset optimization that aligns with Evanston's economic, social, and environmental priorities.

Our Approach

Our team brings a wealth of expertise in finance, urban development, and public-private partnerships, with a focus on maximizing the value of public assets. We employ a two-phased approach to ensure sustainable and community-driven outcomes:

Phase 1 (funded by the federal grant):

- Comprehensive **public engagement** to align projects with community needs
- High-level **financial modeling and project feasibility analysis**
- Strategic recommendations for optimizing Evanston's assets
- Development of an **RFP framework** to attract top-tier developers

Phase 2 (post-Phase 1, funded by project-related fees):

- **Implementation oversight**, including developer selection and contract negotiations
- **Project execution and financing strategy**
- Ongoing community engagement to **ensure accountability and transparency**

What Makes Us Different?

As you explore our credentials and experience in this proposal, we hope you will recognize that **we can make a difference because we are different.**

What differentiates this team from any other is **practical, real-world experience** and a deep commitment to **seeing our work through to completion:**

BEN MCADAMS has successfully put **public assets to work** as Mayor, County Executive, and U.S. Congressman. He pioneered a national movement helping municipalities leverage their assets to better serve their residents.

SEAN MCLEAN & RYAN PORTER transformed the City of **New Rochelle**, helping establish its priorities, rewrite its zoning code, and turn it into an engine of economic growth—producing **double the expected public benefits for residents.**

MICHAEL MCLEAN has built **status quo-changing developments in Evanston**, shaping local policy, anchoring the **Five-Fifths TIF**, and creating dozens of local jobs.

ALEXANDRA STIEGLITZ brings deep expertise in **technology, finance, and entrepreneurship**, having co-founded and led **Pluma**, an enterprise software company later acquired by **Skillsoft (NYSE: SKIL)**. Her background in climate technology and finance provides a forward-thinking, data-driven approach to public asset management and development.

What truly sets this team apart is that **we are still doing the work.** Sean has been engaged in New Rochelle for over five years. Michael continues his passion for workforce development through his **service on the M/W/D/EBE Committee and multiple nonprofit boards in Evanston.** Ben and Alex founded **Propvizer to bring their PAW experience to more cities** looking to unlock value from public assets.

This is a team of principals and principles. We do the work, we see it through, and we produce results.

Key Benefits for Evanston

- **Economic Revitalization:** Unlocking underutilized properties for **affordable housing, mixed-use developments, and public amenities**
- **Equitable Growth:** Ensuring developments align with **community priorities and social impact goals**
- **Sustainable Infrastructure:** Integrating green building practices and transit-oriented design
- **Financial Innovation:** Leveraging **public-private partnerships** and alternative **funding mechanisms**

Our Commitment

This proposal is more than a development plan—it's **a vision for a stronger Evanston.** Our team is committed to delivering **real-world outcomes** that maximize economic opportunity, enhance public spaces, and reinforce the city's long-term fiscal health.

We look forward to partnering with the City of Evanston to bring this vision to life.



FIRM QUALIFICATIONS AND EXPERIENCE

PROPVIZER OVERVIEW

We are passionate about supporting governments and the communities they represent, ensuring they maximize the value of every asset. By leveraging our expertise and collaborative approach, Propvizer empowers public entities to achieve sustainable economic growth and enhance the quality of life for their constituents.

Propvizer is a leading Municipal Property Advisory platform dedicated to assisting governments in transforming underutilized

properties into revenue-generating and community-enhancing assets. We specialize in innovative municipal finance strategies, data-driven asset optimization, and equitable urban development. Founded and led by Ben McAdams and Alexandra Stieglitz, Propvizer focuses on helping municipalities unlock the full value of their assets through sustainable and socially impactful redevelopment strategies.

We partner with municipal, county, state, and federal entities to:

- **Identify & Value Assets** Many government entities possess underutilized properties worth millions or even billions of dollars. We assist in mapping and valuing these assets to uncover their true potential.
- **Design & Launch RFPs** Selecting the right team of experts who can deliver a the project's ambitions on time and within budget is the foundation of a successful asset initiative. Real estate RFPs are intricate and specialized. We help governments optimize their RFPs to achieve objectives, maximize outcomes and foster community-building opportunities.
- **Attract & Evaluate Proposals** Leveraging our extensive network of community-focused developers, we ensure that RFP processes are both competitive and comprehensive.

- **Negotiate Contracts** We assist governments in structuring agreements that focus on long-term value creation, emphasizing both revenue generation and community development.
- **Secure Financing** Through our network of government, social impact, and philanthropic investor relationships, we optimize the capital stack for projects, combining market-rate and impact investments across equity, debt, and project finance.
- **Track Execution & Reporting** We provide Owners' Representative support to ensure projects are completed on time and within budget, while also tracking post-completion metrics to support future initiatives.

Propvizer is an affiliate of the Common Ground Institute and the Putting Assets to Work (PAW) program, which supports jurisdictions in identifying unused and underutilized publicly-owned assets to unlock new revenues and other public benefits. Putting Assets to Work,

our team has worked with numerous cities and counties to identify underutilized assets and opportunities to create new value that meet local community objectives.

OUR CO-FOUNDERS BRING A WEALTH OF EXPERIENCE TO PROPVIZER



Ben McAdams An accomplished public servant, Ben has served as a Member of Congress, Mayor of Salt Lake County, and Utah State Senator. Before his public service career, he taught securities regulation at the SJ Quinney College of Law and practiced as a securities attorney. Ben holds a B.A. from the University of Utah and a J.D. with honors from Columbia University.



Alexandra Stieglitz An experienced technology leader, Alexandra was the co-founder and CEO of Pluma, an enterprise software company that was acquired by Skillsoft (NYSE: SKIL). Prior to founding Pluma, she worked in climate technology and finance. Alexandra earned her A.B. from Princeton University and an MBA from Harvard Business School.



FIRM QUALIFICATIONS AND EXPERIENCE

MPACT OVERVIEW

MPact is an established firm with deep expertise in transformative redevelopment and public-private partnership initiatives. Known for their Unified Development Approach™ (UDA) and Crowdsourced Placemaking™ (CSPM) strategies, MPact excels at aligning municipal assets with market-driven opportunities.

MPact, committed to changing how the world evaluates real estate development, is composed of the former executive and expert team members of Renaissance Downtowns, formed to pursue a range of unique and impactful projects. Our process is true place-based development. Our unique solutions, in hard to develop areas, unlock massive potential. With a deep understanding of all aspects of real estate, and all in-house expertise that includes architectural and urban design, form-based zoning, community engagement, understanding of underlying social, economic, and environmental challenges, combined with our market analytics, MPact projects create epic impact stories and full market returns.

Our team has spearheaded the entitlement of over 25 million square feet of development, and produced award winning plans, and zoning codes that have been widely recognized as exemplars of the cutting edge of practice. Our team was at the helm of one of the most progressive and transformative redevelopments in the NY region. In 2014 the MPact team (operating under Renaissance Downtowns), joint ventured with RXR Realty as master developer (RDRXR) to partner with the City of New Rochelle to revitalize downtown New Rochelle including underutilized municipal land. The team employed MPact's unique development process including deep engagement with the community and all stakeholders, the production of an award winning Recommended Action plan, and the creation of a cutting edge form based zoning code. This process unlocked the potential the City was looking for, enabling market-ready entitlements for 12 million square feet of development to catalyze dozens projects totaling millions of square feet within 2 years. In partnership with MPact the City has further expanded the zoning and there are currently 32+ projects under development and construction.

MPact introduces cutting-edge, place-based innovative solutions, fully approved by the community and municipal partners. The MPact team is uniquely experienced in projects encompassing the full spectrum of pre-development services.

Examples include:

- **Creation of award-winning Redevelopment and Revitalization Action Plans**, adopted by municipalities and utilized as a road-map for implementation.
- **Form-based code overlays for hundreds of acres of existing neighborhoods** in need of repair, utilizing best practices for walkability across the transect, in areas ranging from communities located in extremely sensitive environmental areas of waterfronts, to bustling downtowns in need of investment.
- **Creation of Urban Design Standards and Theoretical Plans** for complex environmental review studies.
- **Creation of adopted Design Guidelines and Design Standards** for TODs and TNDs.
- **Planning and underwriting millions of SF of TOD development** in places such as New Rochelle, NY, Hempstead, NY and the Town of Southampton NY.
- **Opportunity Zone investment inclusive of up to 7 million SF of entitlements;** and Opportunity Zone advisory services for municipalities and private companies.
- **Parking Management Plans** for municipalities and other agencies.
- **Diverse infrastructure solutions** including creating a privately owned Sewage Treatment Plants in environmentally sensitive areas, and addressing the needs for improvement of crumbling infrastructure in highly complex urban areas.
- **Solutions for Community Benefits**



Sean McLean An industry leading expert in creative problem solving who has specialized in using untapped value from public property to lift entire communities. Sean holds a Bachelor's degree in Social Psychology from Princeton University and a Master's in International Real Estate Development from New York University.



Ryan Porter brings more than 23 years of combined experience in the financial services and real estate industries to his role at MPACT Collective. Since 2007 Ryan held several roles including Co-CEO at Renaissance Downtowns Urban Holdings, and affiliates where Ryan managed all corporate and project level aspects of the Renaissance development platform, leading the entitlement of over 20 million square feet of mixed-use development.

FIRM QUALIFICATIONS AND EXPERIENCE



SENTIENT CO. OVERVIEW

Michael McLean Jr. has over 25 years of real estate consulting and direct development management experience. He has managed over \$100 million of development projects in the City of Evanston from concept through construction and over \$400 million of direct development in his career. He has worked in most real estate sectors, including office, senior housing, hospitality, industrial, flex office, and residential projects in urban and suburban markets across the country. He is passionate about bringing communities together and utilizing the resources created by real estate investment to implement and engage regenerative forces in our communities. His work has produced hundreds of local jobs and created millions of dollars of recurring investments in numerous communities. As Head of Development at Condor Partners, Michael is responsible for overseeing all of the firm's real estate development activity.

Michael received his BA in Sociology from Princeton University, where he played football and lacrosse. He also holds a Master of Science from New York University with a focus in International Development and Finance. Michael has served on the MWDEBE Committee for the City of Evanston for two terms. He has also served on the Board of Directors for Evanston Downtown and Art Encounter. He has been a mentor for WE Evanston and a member of MEAC- Mayors Employment Advisory Council. He is a member of Lambda Alpha International. Michael lives in Evanston, IL, with his wife and two children, where he coaches youth basketball and lacrosse.



Michael McLean Jr His skills include due diligence, financial modeling, and analysis, highest and best use evaluation, zoning & entitlements, community engagement, crafting public benefits, financing, project management, ground-up construction, adaptive reuse, LEED construction, sustainable and regenerative design, and master planning.

Michael's work has been featured in the media many times, including: Politico, Chicago Tribune, Senior Housing News, Foder's, San Francisco Business Times, Long Island Business News, RE Journal Awards, Bisnow, Curbed, Evanston Now, Crain's, Block Club, Real Estate Moguls Podcast and others. He's been called: "revolutionary," "what [community partnership] success looks like," "visionary," "daring," "creative," and "authentic." Awards include Rehab of the Year, Illinois; Senior Housing Development of the Year, Illinois; Deal of the Year, San Francisco; Best Hotels of the World, Foder's, Sr. Housing News Architecture and Design Awards; and Gold Nugget Awards.

- *Due diligence Financial modeling and analysis*
- *Highest and best use evaluation*
- *Zoning & entitlements*
- *Community engagement*
- *Crafting public benefits*
- *Financing*
- *Project management*
- *Ground-up construction*
- *Adaptive reuse*
- *LEED construction*
- *Sustainable and regenerative design*
- *Master planning*

JOINT STRENGTHS



- Recommended Action Plan (RAP) development** A recommended action plan is a custom set of recommendations for municipal assets and environments with a particular concern for the sociospatial definition of the developing community. The recommendations are firmly planted in the extensive community input and may contain such guiding components as; social or economic goals, environmental considerations, zoning analysis, infrastructure limitations and the like.
- Familiarity with Evanston's assets and priorities** having contributed to the initial Putting Assets to Work analysis, as well as having team members based in Evanston, means that the team is aware of the context and history of Evanston's real estate assets. Michael McLean, in his role on the MWDEBE committee of Evanston over the last four years has been an active influence across the City. With his influence, the Local Employment enforcement went from only 20% compliance to 80%+ compliance. He has participated in regular discussions and oversight of Northwestern University's commitment to local and MBE hiring as related to the development of their new stadium and has most recently, his work is helping to protect the City's local businesses while working with elected officials on creating an effective responsible bidder policy. Michael has been invited to participate in numerous Envision Evanston charrettes. In the past, he had advised staff for ideas to implement the City's first ever TOD ordinance and the implementation of the Evanston Mural Arts Program (even sponsoring three of the murals). Michael has also served on local Boards including Downtown Evanston and Art Encounter. He has served as a mentor for WE Evanston and is a member of MEAC- Mayors Employment Advisory Council. Please see Projects 6, 7, and 8 for Evanston and locally-based experience.
- Transparent and inclusive public engagement experience** the team has extensive experience with community outreach and engagement stemming from its proprietary Crowdsourced Placemaking (CSPM) process to ensure community involvement. The CSPM process utilizes online forums and web-based voting applications to engage the community and understand preferences. From there the team launches campaigns and runs feasibility studies to ensure the best concepts are chosen with community buy-in. Meetups, events, and tactical urbanism efforts help keep the community involved throughout the evolution of the development.
- Thought leadership on how to structure public asset management initiatives** the team is at the forefront of evolving thinking around how public entities can best manage and receive value from their property assets.
- Use case analysis experience** Our team has extensive experience helping cities determine the highest and best use for parcels, factoring in economic and community benefits to all stakeholders.
- Financial analysis** the team has extensive real estate experience with project scoping, pro forma building, and scenario modeling.
- Financing** the team is experienced in raising and optimizing public funding (grants, municipal debt, federal loan programs) and private funding (concessionary capital, market rate equity, and debt investments) to support real estate development projects and maximize the public's return on investment.

SELECT RELEVANT PROJECTS

THE GROVE

PROJECT DATES | APRIL 2024 THROUGH NOVEMBER 2029
(Estimated project completion)

244
Mixed-Income Housing Units

1.

The Grove (Common Ground Institute/ Propvizier) – Conversion of the Salt Lake City Public Safety Headquarters into a Transit-Oriented Mixed-Use Community

The Grove is an innovative mixed-use redevelopment project led by a collaboration of Propvizier, the Housing Authority of Salt Lake City (HASLC), and Xylem Projects, centered around the historic Northwest Pipeline Building, which served for several decades as the site of the former Salt Lake City Public Safety Headquarters. This ambitious initiative reimagines a long-underutilized space into a vibrant transit-oriented community hub, offering 244 mixed-income housing units, including deeply affordable options for families earning 20–150% AMI, with a significant portion dedicated to multi-bedroom family housing. Anchored by a commitment to historic preservation and sustainability, The Grove integrates geothermal energy systems, solar photovoltaics, and robust EV infrastructure into its design. This project will rely on debt financing through the Build America Bureau’s TIFIA loan program.

Beyond housing, The Grove serves as a model for holistic urban development by incorporating childcare facilities, a community health clinic, maker spaces, micro-retail opportunities, and public green spaces. These elements collectively foster social connectivity, economic opportunity, and environmental stewardship. By thoughtfully repurposing a site with deep historical and civic significance, The Grove is set to become a cornerstone of inclusive growth, sustainable living, and community resilience in Salt Lake City.

References

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Director

Salt Lake City Department of Community and Neighborhoods

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DANIEL NACKERMAN,

Executive Director

Housing Authority of Salt Lake City

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(801) 428-0560



SELECT RELEVANT PROJECTS

RESILIENCE AUTHORITY OF
**ANNAPOLIS & ANNE ARUNDEL
COUNTY, MARYLAND**

PROJECT DATES | JULY 2022 THROUGH MAY 2023,
OCTOBER 2024 THROUGH JULY 2025

2.

Resilience Authority of Annapolis and Anne Arundel County, Maryland – Putting Assets to Work Implementation Initiative

In partnership with the Resilience Authority of Annapolis and Anne Arundel County, Propvizer is implementing the Putting Assets to Work (PAW) Initiative, an ambitious program focused on leveraging underutilized public assets to deliver significant community benefits. This initiative aims to create a sustainable pipeline of investible projects through innovative municipal finance strategies and blended capital approaches.

Under this engagement, Propvizer will work closely with the Resilience Authority of the City of Annapolis and Anne Arundel County, Maryland, to identify and develop investment-ready opportunities, ensuring alignment with public and private sector priorities. Propvizer is tasked with identifying project opportunities and blended capital strategies that integrate municipal investment, philanthropic funding, and market-rate capital to maximize project impact and long-term sustainability.

This initiative is expected to unlock significant value from underutilized public assets, creating long-term financial sustainability and delivering meaningful community benefits across Annapolis and Anne Arundel County including funding to invest in climate-resilient infrastructure needs and affordable housing. The project also serves as a national model for how local governments can strategically align public assets with community-focused outcomes through innovative finance and public-private collaboration.

References

MATT FLEMING, DIRECTOR
Resilience Authority Director
**Resilience Authority of Annapolis
and AACO Office of the County
Executive**
(443) 370-6951
exflem23@aacounty.org

SELECT RELEVANT PROJECTS

RENAISSANCE DOWNTOWNS URBAN HOLDINGS-HEMPSTEAD, NY

PROJECT DATES | FEBRUARY 2012 TO PRESENT

3.

The MPact team as part of its Renaissance Downtowns partnership (Designated Master Developer) led the rezoning of the Village of Hempstead, NY in 2012.

The team created a new form-based zoning code that entitled over 5 million square feet of development and over 3,500 residential units. Much of the development was intended to be implemented on underutilized municipal parking lots. As part of the creation of new land use policy MPact team members analyzed buildout scenarios on over 80 acres of land to determine the land's highest and best use. Each build-out scenario was underwritten to ensure financial feasibility while also preserving the development vision. As with all of the MPact team efforts Crowdsourcing was utilized to garner community feedback and ensure that a shared vision with community and the Village leadership was achieved. As part of the early phases of development the team completed several complex land transactions to aggregate and relocate certain owners and users.

As an example of one such transaction, a school bus company operation was once located on Main Street (Block 37) adjacent to the Village commuter rail station. The team worked with the bus company to structure a 1031 exchange and swap the bus company to a center-block parcel (Block 42) that was formerly underutilized municipal parking. A new bus facility would be constructed as part of the transaction and in exchange the team would receive the parcel on Main Street at the train station. After the exchange was completed the MPact team structured a transaction with an affordable housing sponsor to develop a 100 unit affordable housing project and 6,000 sf of ground floor Main Street retail. Shortly after the consummation of the bus company land swap, negotiations began on the parcel just across the

street (Block 38). A long time property owner of a one story retail building with several tenants and a few vacancies presented an opportunity for redevelopment. The team approached the owner as Master Developer controlling the public parking lot to the rear of the building. In an effort to continue the revitalization of the Village aggregation of parcels is encouraged by the form based zoning code. The code allows for larger parcels to be entitled for institutional sized development densities. The team successfully structured a three-way negotiation to aggregate the private owner and the public property and allow for a joint venture with a new mixed-income developer. Ultimately the team led the charge on the approval of a 228 unit mixed-income development that includes over 22,000 sf of Main Street retail and commercial space.

References

DANIELLE T. OGLESBY
Commissioner
**Village of Hempstead Community
Development Agency**
50 Clinton Street, Suite 504
Hempstead, New York 11550
(516) 485-5737
doglesby@villageofhempsteadcda.org

SELECT RELEVANT PROJECTS

REDEVELOPMENT OF THE TRANSIT ORIENTED DOWNTOWN OF THE CITY OF NEW ROCHELLE NEW ROCHELLE, NY

PROJECT DATES | DECEMBER 2014 TO PRESENT

4.

The City of New Rochelle sought a Master Developer to redevelop City-Owned Sites in its Downtown and Transit Oriented Development clusters.

Working under Renaissance Downtowns, the MPact team formed a joint venture with RXR Realty in this redevelopment effort, demonstrating an ability to identify and collaborate with appropriate partners when it best serves the needs of the redevelopment effort and the community. The Master Developer Agreement was unanimously approved in 2014 and the Recommended Action Plan, Zoning and State Environmental Quality Review (SEQR) were all unanimously approved in 2015. The City of New Rochelle represents an opportunity for a regional hub of activity and economic development. Situated only 25 minutes from Manhattan by train, New Rochelle is well-poised to tap into the regional economy. Access to superb transit service, a stunning waterfront and idyllic suburban neighborhoods make New Rochelle an exciting place for redevelopment and revitalization. This project provides a transformative mix of residential, retail, commercial, hospitality and other uses. The Recommended Action Plan, adopted in 2015, received the William H White Award for Creativity and Ingenuity in Planning from the American Planning Association NY Metro Chapter and the Downtown Overlay Zone, also adopted in 2015, received a Planning Achievement Award from the Westchester Municipal Planning Federation. To-date, within six years of the adoption of the DOZ in New Rochelle, there have been numerous new development projects submitted under the DOZ, with a total of over 7,000 residential units, 303 beds of student housing, 280 hotel rooms, 375,000 sf of office and retail space and 10,000 sf

of theater space. These projects are currently in various stages of development, from site plan approvals, building permit review, various stages of construction, with several projects constructed and occupied.

The Team had delivered exactly what the City of New Rochelle wanted: a clear path to revitalization and rapid redevelopment of its downtown. With no residential units remaining from the total of over 7,000 units approved under SEQRA, the City's unprecedented success is continuing. The MPACT team was recently brought back to the City of New Rochelle to advise the City on an expansion of the Downtown Overlay Zone, crafting solutions for sustainability plan, and management of a major development project.

References

ADAM SALGADO
Development Commissioner
The City of New Rochelle
City Hall
515 North Avenue
New Rochelle, New York 10801
(914) 654-2185
asalgado@newrochelleny.com

7000
Residential Units

SELECT RELEVANT PROJECTS

PRATT LANDING OWNERS REPRESENTATIVE FOR CITY OF NEW ROCHELLE

PROJECT DATES | 2021-PRESENT

5.

Pratt Landing is a \$500 million waterfront development project in the City of New Rochelle, NY, poised to become the premier mixed-use development in Westchester County.

The project features an array of thoughtfully designed components, including a hotel and event center within a historic New York State Armory building, rental apartments with retail and restaurant spaces, town homes, condominiums, and a three-acre public waterfront park incorporating cutting-edge regenerative shoreline restoration designs.

MPact Collective represented the City in this public-private partnership, managing key responsibilities such as:

- **Project Concept Review** Evaluated the developer's proposed designs to ensure alignment with the City's vision.
- **Community Engagement** Facilitated community input to inform decisions on development allowances, architectural styles, and physical features. This included designing a bonus and fee schedule to secure necessary infrastructure and public amenities.
- **Zoning Code Development:** Drafted a new zoning code tailored to the project's objectives, conducted the full environmental review required for adoption, and performed a financial analysis to ensure the City maximized value from the appraisal and sale of City-owned property. Oversaw the work of appraisers and attorneys to guide the process toward City Council approval.
- **Design and Compliance Oversight** Reviewed and suggested revisions to confirm that the project met all zoning requirements. Ensured the developer's construction documents accurately reflected the renderings and vision presented. This included a thorough review of construction



budgets and financial proformas submitted by the developer and its consultants.

Following site plan approval, MPact will continue to support the City by:

Advising on closing conditions and deed transfer requirements, negotiating potential construction alternatives in lieu of fees and monitoring the design and construction of public amenities and the waterfront park to ensure compliance with agreements.

References

BRIAN HONG
 Chief Operating Officer & Partner
Twining Properties
 125 Park Avenue
 New York, NY 10017
 (917) 476-0704
 Brian.hong@twiningproperties.com

M \$500M Waterfront Development Project

SELECT RELEVANT PROJECTS

TRULEE
EVANSTON

PROJECT DATES | 2012-2025

50%
Local Employment

6.

Trulee Senior Living sets a new standard in luxury senior living in downtown Evanston. Recipient of the 2023 Real Estate Award for Senior Housing from RE Journals, Trulee is recognized for excellence in design and innovation in the senior living space.



The nine-story property provides a state-of-the-art experience tailored to residents seeking carefree living or requiring assistance with daily activities. Trulee is dedicated to local employment with a goal of 50% of our workforce. On average it employs 50 people from Evanston. Trulee is also the anchor development providing approximately \$1 million per year to the new TIF district, plus over \$1 million per year in salaries to Evanston Residents. Trulee is a Transit Oriented, LEED Silver Certified development. The entitlement process included no less than 7 public meetings and numerous working groups with neighbors, the Alderman and City Staff to craft a positive outcome for the community. Public Benefits include: Workforce Development, Economic

Development, New TIF district anchor, Public Art (Wall Mural), two public Parklets, more than \$500,000 spent on public street scape and neighboring Mt. Zion Church improvements, Affordable Housing Onsite and a Housing Fund Contribution. Michael McLean was responsible for all aspects of the development project except the licensing and operations. He created the concept after shying away from a traditional apartment building after becoming intimately aware of the current atmosphere and public sentiment. The idea of creating a viable and regenerative economic engine came through public engagement with residents of the 2nd and 5th wards. Recognizing a need for healthcare and service jobs, he crafted the plan to utilize a pent-up need for assisted living to create dozens of local jobs. He then brought in the financing and operating partners to realize the vision. From the highest and best-use analysis to the design, public engagement, crafting of public benefits, planned development process, financing, construction, and turnover to the operator, Michael oversaw the entire project.

References

PETER BRAITHWAITE
Alderman 2nd Ward 2009-2022
City of Evanston, IL
(224) 435-9416

SELECT RELEVANT PROJECTS

1590 ELMWOOD
"CENTRUM EVANSTON"
NOW KNOWN AS "THE SCHOLAR"

PROJECT DATES | 2012-2021

7.

As the City of Evanston's first Transit Oriented Development (TOD), this boutique, 101-unit, class A, mixed-use apartment and retail building broke new ground and received national attention. Adjacent to both the CTA and Metra trains, three bus routes and major bicycle paths, this is a LEED Silver building in Evanston offering exceptional access to Downtown and the larger region.

vehicular use, crafted a project that embraced the superior transit oriented location and rising sentiment that Evanston should be embracing greater environmental protections, while restoring dilapidated public infrastructure and adding new public amenities to strengthen the retail corridor. He was responsible for the concept, financial analysis, planned development process, public engagement, crafting public benefits, obtaining financing, construction oversight, project management and turnover to the property manager. Michael oversaw the entire project.

Through six public meetings and 6 more working groups with neighbors, stakeholders and the Alderman, plus dozens of meetings with City Staff, this project brought to light a deficiency in the existing City Code and we worked together to advise on future policy. This work sparked and ultimately led the City of Evanston to devise and implement its first ever Transit Oriented Development Ordinance. The ordinance has been expanded several times since and resulted in hundreds of TOD units being developed. Public Benefits include: Affordable Housing Onsite, Affordable Housing Contribution, Divvy Sponsorship, Restoration of Elmwood Streetscape, Public Art (Wall Mural), Free Public Parking Lot for retail corridor, Free Electric Car Charging Stations, Street Retail on Elmwood and two public Parklets. Michael McLean was responsible for all aspects of the development project except the operations. The site was a difficult flag shaped lot that had been vacant for a decade because no other developer could make a project work due to parking. Michael, recognizing the environmental benefits that come from reduced

References

DONALD WILSON
Alderman 4th Ward 2009-2022
City of Evanston, IL
Phone (312) 493-3773

SELECT RELEVANT PROJECTS

MURAL PARK

PROJECT DATES | 2016-2025

8.

Mural Park is a dynamic office and commercial redevelopment in the heart of Chicago’s vibrant Pilsen neighborhood renowned for its authenticity, cultural richness, and thriving food and nightlife scene.



Two century-old warehouses have been thoughtfully renovated, blending historic charm with modern amenities to create a unique workspace. This Transit Oriented Development offers excellent accessibility, being adjacent to I-90 and near CTA and Metra lines, making it convenient for employees and clients alike. The project was conceived after 2 years of public engagement with local stakeholders, Neighbors and the Alderman. We learned that Pilsen had lost thousands of local jobs due to the lumber industry leaving the City and as a result 12,000 out of 13,000 people left the neighborhood to go to work everyday. We decided to focus on workforce and economic development and sought out these former lumber warehouses for commercial development. Both buildings were under threat to be turned into luxury residential projects, which would have exacerbated the already severe pressures of displacement and gentrification. We endeavoured to position the new office asset to attract companies that would

invest into the local economy and had ties to the local residents and culture. The result was astounding. Mural Park leased 150,000 square feet of office space since the COVID 19 pandemic began bringing numerous non-profits out of The LOOP to the community representing over 200 jobs with more than 75 direct hires from the neighborhood so far. Public Benefits include: Restoration of the Historic Buildings from abandoned status contributing \$1,000,000 per year back to the TIF district, five thousand square foot Public Lobby and Community Meeting Space (Won Crain’s Best New Event Space 2019) on the ground floor, Public Art with multiple local artists, sponsorship of the El Paseo Garden, Pilsen First Initiative where we search out local resources first for services required by the building including Potential Tenants, Janitorial, Security, Maintenance and Construction. He was responsible for the concept, financial analysis, planned development process, public engagement, crafting public benefits, obtaining financing, construction oversight, project management and property management. Michael oversaw the entire project.

We do not currently have other municipal clients in the State of Illinois. We have previously worked for the City of Evanston.

References

JAVIER YANEZ

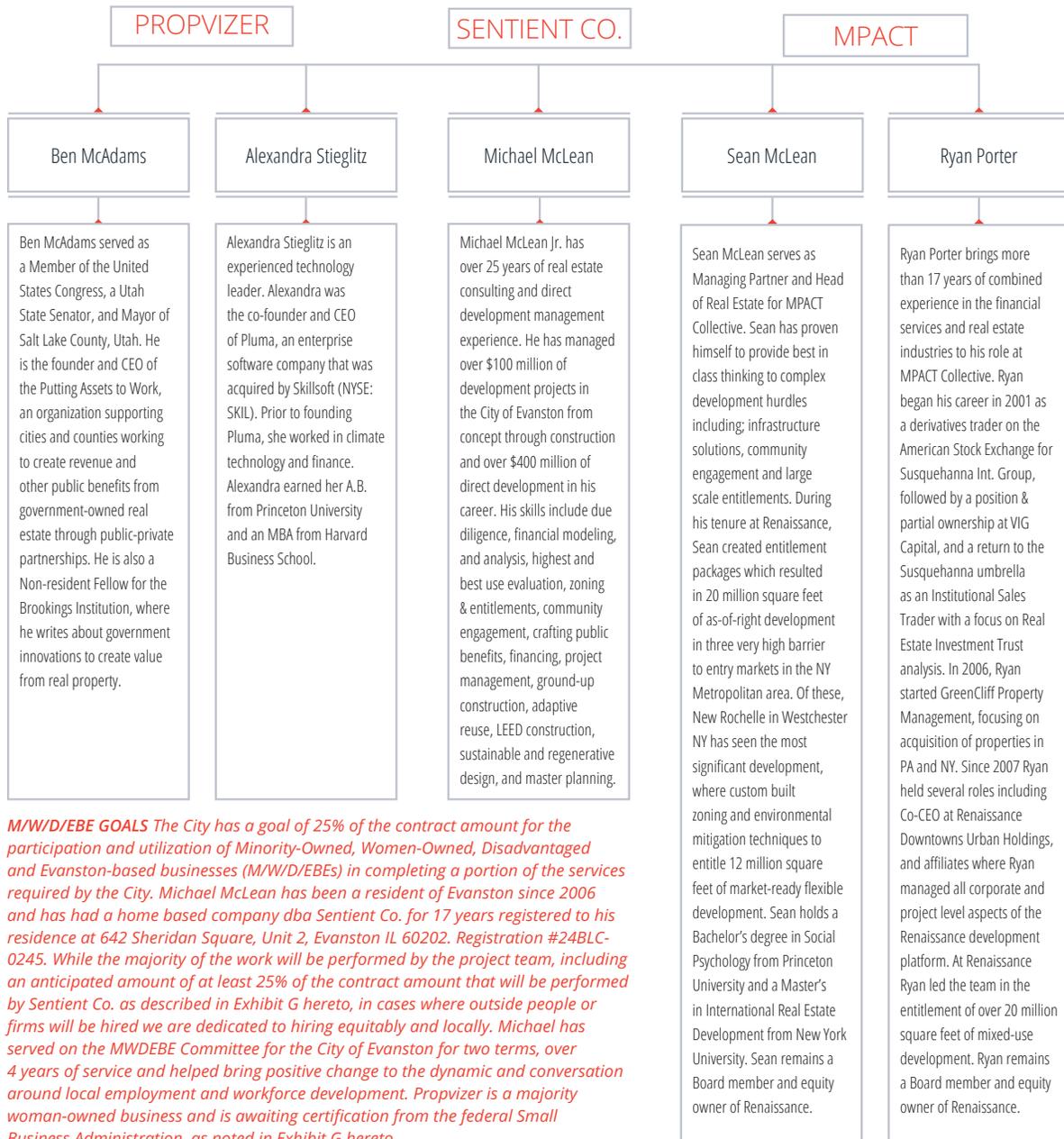
Former Chief of Staff for the 25th Ward Alderman, Cofounder of the Pilsen Chamber of Commerce

Pilsen, Chicago, IL.
(312) 316-0311

150,000
Square Feet Office Space Leased

AREA/REGIONAL MANAGERS

The principals of our team listed in this proposal will engage directly on this project.
Michael McLean is located in the City of Evanston and will be our point person for in-person meetings.
 The other members of our team are available and intend to travel to Evanston from time to time as warranted by the project schedule, participate in community meetings, and otherwise as requested by city officials.



M/W/D/EBE GOALS The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, Disadvantaged and Evanston-based businesses (M/W/D/EBEs) in completing a portion of the services required by the City. Michael McLean has been a resident of Evanston since 2006 and has had a home based company dba Sentient Co. for 17 years registered to his residence at 642 Sheridan Square, Unit 2, Evanston IL 60202. Registration #24BLC-0245. While the majority of the work will be performed by the project team, including an anticipated amount of at least 25% of the contract amount that will be performed by Sentient Co. as described in Exhibit G hereto, in cases where outside people or firms will be hired we are dedicated to hiring equitably and locally. Michael has served on the MWDEBE Committee for the City of Evanston for two terms, over 4 years of service and helped bring positive change to the dynamic and conversation around local employment and workforce development. Propvizer is a majority woman-owned business and is awaiting certification from the federal Small Business Administration, as noted in Exhibit G hereto.

FEE STRUCTURE

Creating a development that is truly responsible to the community in which it is being proposed is the cornerstone of our approach to development and revitalization. Our method of development is one that requires a “Process before Plan” approach, whereby stakeholders in a community provide input and have ownership in the creation of a plan before it is contemplated by the local governing authority for approval.

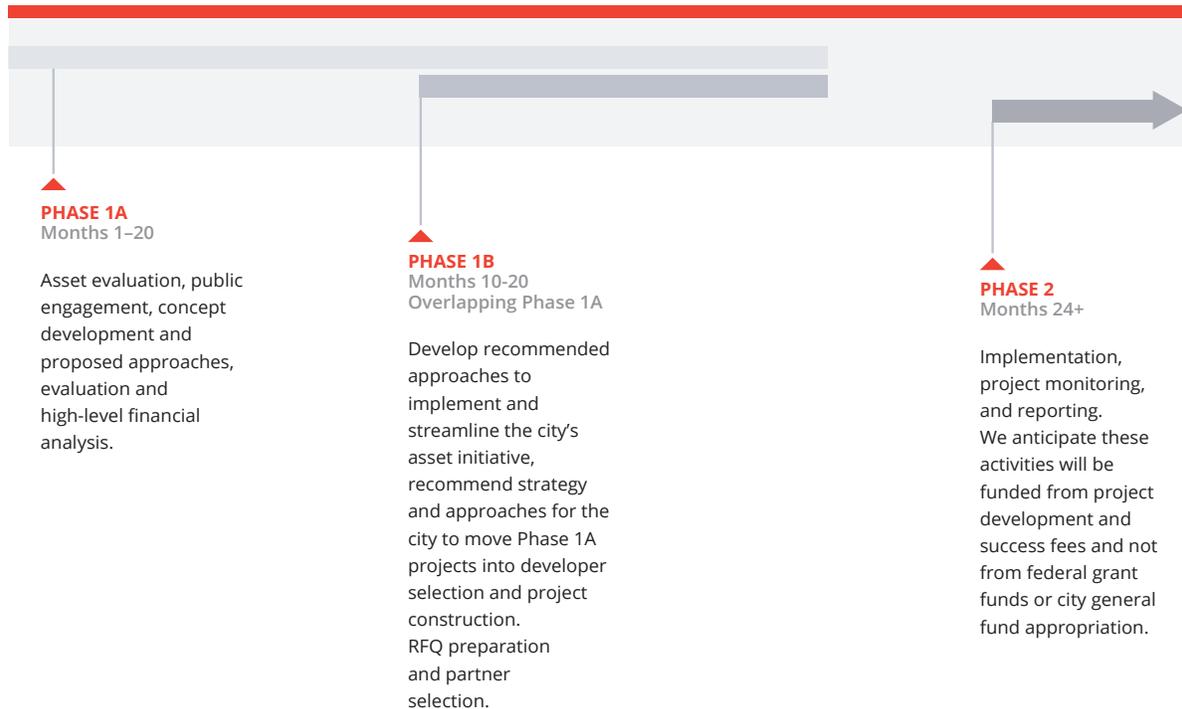
TWO PHASES

We envision an approach under this RFP that broadly encompasses two phases. The first phase, covered by the funding provided by the Build America Bureau's Innovative Finance and Asset Concession grant, entails a robust public engagement and community input process, high-level project scoping, site evaluation and financial pro forma development. The second phase entails supporting the city's implementation of the first phase recommendations through project support, management and oversight during the various phases of development including developer selection, pre-development activities, project finance, through to project completion. This second phase, while envisioned as part of this RFP, is not funded by the Innovative Finance and Asset Concession grant but instead from project-related investment, development and success fees, negotiated with the city at a later date once the project parameters become sufficiently clear and defined. We believe this two-phased approach, where the second phase funding is contingent upon successfully executing the project envisioned during the first phase, serves the best interests of the city by ensuring that private sector partners focus on and are financially motivated to achieve real world outcomes and the successful completion of projects. We've all seen consultants who deliver expensive reports that gather dust while nothing actually happens. That's not who we are and we think the city deserves better. We are partners committed to delivering results.

Mixed-use transit-oriented development projects are extremely complex. Our expertise lies in navigating these complexities to work with the various stakeholders to co-create a development plan that produces the highest yields while addressing the specific needs of the community in which development is being proposed. As staunch adherents to this planning principle, the project scope should not be determined until input from the stakeholders and the community has been garnered and vetted. Upon finalization of the co-created vision, our team will have the basis to provide detailed estimates for the fees associated with the design and implementation of the proposed projects and supporting infrastructure. Typically, these fees range between 5% and 10% of construction hard costs. However, until a final plan is consummated, it would be premature to project costs beyond this preliminary estimate.

PROPOSED TIMELINE AND MILESTONES

As discussed above, we envision a project that encompasses two phases. The timeline laid out for these phases could go faster or slower due to the community engagement and public process. While our desire is to move forward as quickly as possible, we are committed to remain flexible to speed up or slow down our timeline as circumstances require. We believe this two phased approach maximizes the city's ability to complete the projects within budget and on time.



BUDGET AND FEE STRUCTURE

1

TECHNICAL SERVICES: \$350,000

This amount is proposed to fund the technical services provided by the Propvizer, MPact, and Sentient Co. team. We propose a monthly retainer of \$17,500 for a period of 20 months to support our team's engagement for Phase 1 of this project. Under this scope, we will work with the city to identify and articulate the priority use cases for each asset that will optimize public transit

usage, social equity, environmental considerations, and revenue generation for the City. Use cases are not limited to but could include: affordable housing, market-rate housing, mixed-use retail/housing, community centers, civic and cultural spaces, jobs training sites, commercial workspaces, entrepreneur centers, and childcare facilities.

Technical Services (continued)

We will seek to identify opportunities available for the enhancement of the asset(s) and will weigh factors including (i) a value-for-money analysis, (ii) community priorities for asset concessions, (iii) measures to protect the public interest, avoid job loss or wage reduction, (iv) equitable transportation accessibility considerations, (v) climate resilience measures, and (vi) other priorities identified by the city as a result of the public engagement process and priorities of elected officials and city staff. Our objective for Phase 1 is to have projects sufficiently defined that they are ready to move to Phase 2 which will encompass project development. If selected under

this Request for Proposal, our team hopes to provide Phase 1 services pursuant to funding from the Innovative Finance and Asset Concession grant, but also in Phase 2 as a municipal property advisor and project manager, on behalf of the city, involved in project developments to ensure the projects identified under Phase 1, and potentially additional projects identified in the adopted Putting Assets to Work plan, are successfully advanced in a way that achieves city and community objectives. We anticipate that fees for our services associated with Phase 2 will come from project development and success fees and incentives and not from taxpayer funds.

Below is a table showing our staffing hourly rates, which includes our administrative overhead, employee benefits, taxes and other administrative costs. As noted above, we propose a monthly retainer of \$17,500 for a period of 20 months (totaling \$350,000) to cover our fully loaded staff time and will submit monthly invoices detailing the services provided for respective projects, professional staff engaged and hours worked.

<i>Staff</i>	<i>Hourly</i>
Administrative	\$82
Analyst	\$170
Graphics Specialist	\$180
Lead Analyst	\$204
Project Manager/Planner	\$215
Principal	\$350

2

POLICY DEVELOPMENT: \$100,000

In order to develop a program of existing assets the city can use for the assets identified in the RFP and other assets identified in the Putting Assets to Work report adopted by the city, we propose allocating this amount to develop recommendations for the city to better streamline a perpetual asset enhancement initiative. This scope will help to inform the general approaches and tools the city may use for the three assets identified in the RFP and other potential assets, including exploring

different government and institutional structures to house the City's asset management initiative and respective pros and cons to different approaches. This scope will be performed by the Propvizor, MPact, and Sentient Co. teams separate from the asset-specific activities and analysis described above but will inform the approach taken by the City as projects move from Phase 1 to Phase 2.

3 | **JOINT PROJECT DEVELOPMENT SCOPING, HIGH-LEVEL FINANCIAL ANALYSIS, AND PROJECT PRO FORMA: \$100,000.**

We expect that identified assets will require a level of conceptual design, planning, financial, or other analysis to inform project realities and support the community engagement process as project concepts are developed and refined. We propose reserving this amount to fund additional staff or other experts as needed and as mutually agreed to by appropriate city staff. Funding may be used for additional staff time from our team, to hire additional staff directly, or partner with other service providers to add complementary skills needed for the project, as mutually agreed with the city.

4 | **PERSONNEL, OTHER EXPERT SERVICES AND PUBLIC ENGAGEMENT: \$300,000**

We propose reserving this amount to fund additional time, staff or other experts as needed and as mutually agreed to by appropriate city staff. We will work with city staff to identify and prioritize additional staff and experts needed to implement the city's Putting Assets to Work objectives. Funding may be used for our team to hire additional staff directly or partner with other service providers to add complementary skills needed for the project. Principally, we expect a significant portion of this budget item will support community and public engagement efforts to refine project concepts and priorities. We anticipate that robust public engagement will be important to align project objectives with community priorities and anticipate that this funding will be used in whole or in part to augment public outreach and engagement efforts, as agreed to by the city.

5 | **PUBLIC ENGAGEMENT: \$25,000**

We strongly recommend a robust public engagement approach to inform project concepts and recommendations, as noted under (4) above. We propose reserving this amount for hard costs associated with the public engagement process, which may include direct engagement expenses, surveys, developing project renderings, and other associated public engagement costs.

6 | **REIMBURSABLE DIRECT COSTS: \$25,000**

This amount will cover hard costs related to the out team's scope of services, including expenses such as air travel and accommodations, graphic design, and materials.

7 | **INDIRECT COSTS: \$85,000**

These funds are for the city to retain to cover their federal grant administration costs.

8 | **TOTAL PROPOSED BUDGET (SUMMARY): \$985,000**

1. Amount proposed for technical services provided by the Propvizer, MPact, and Sentient Co. team: \$450,000 (*Items 1 and 2 above*).
2. Other third-party experts as determined in consultation with the city: \$100,000 (*Item 3 above*).
3. Other staffing and expert services needs: \$300,000 (*Item 4 above*).
4. Public engagement hard costs: \$25,000 (*Item 5 above*).
5. Reimbursable direct costs: \$25,000 (*Item 6 above*).
6. Retained by the City for grant administration, overhead and indirect costs: \$85,000 (*Item 7 above*).

Additional Services Anticipated

We expect that licensed brokerage services may be required at some point during the project implementation Phase 2. Such services are not included in the above budget and will be negotiated with the city as part of a Phase 2 scope of work, as mutually agreed by our team and the city.

We also expect that fees associated with Phase 2 including construction oversight, management, and representation services may be required under a Phase 2 scope of work, as mutually agreed by our team and the city. We anticipate these Phase 2 services will be funded largely from project development and success fees and not from these federal grant funds or city general fund appropriations.

EXHIBITS

Price Cost Form

We proposed a phased budget and fee structure as described more fully in our response to the City's Request for Proposal under Section D.

Below is a table showing our staffing hourly rates, which includes our administrative overhead, employee benefits, taxes and other administrative costs. As noted above, we propose a monthly retainer of \$17,500 for an expected period of 20 months (totaling \$350,000) to cover our fully loaded staff time and will submit monthly invoices detailing the services provided for respective projects professional staff engaged and hours worked. As noted in our response, we also propose allocating an amount of \$100,000 to develop policy recommendations for the City to implement and streamline an asset enhancement initiative.

STAFF	HOURLY
Administrative	\$82
Analyst	\$170
Graphics Specialist	\$180
Lead Analyst	\$204
Project Manager/Planner	\$215
Principal	\$350

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 *et seq.* requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: Propvizer Inc.

APPLICANT ADDRESS: 2205 South 1000 East, Salt Lake City, UT 84106

TELEPHONE NUMBER: (801) 560-3988

FAX NUMBER: N/A

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other () _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

Benjamin McAdams, 2205 South 1000 East, Salt Lake City, UT, 84106

Alexandra Stieglitz, 857 Alabama Street, San Francisco, CA 94110

Julie McAdams, 2205 South 1000 East, Salt Lake City, UT 84106

1b. (**Answer only if corporation has 33 or more shareholders.**)

Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

N/A

1c. **(Answer only if corporation has fewer than 33 shareholders.)**

Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

Benjamin McAdams, 47% ownership

Alexandra Stieglitz, 50% ownership

Julie McAdams, 3% ownership

SECTION 2 PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

N/A

2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

N/A

SECTION 3 - TRUSTS

3a. Trust number and institution.

N/A

3b. Name and address of trustee or estate administrator.

N/A

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

N/A

SECTION 4 ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

N/A

4b. If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

N/A

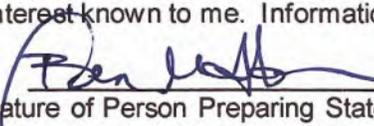
4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

N/A

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

January 30, 2025

Date


Signature of Person Preparing Statement

Chief Executive Officer

Title

ATTEST:


Notary Public

Commission Expires: July 15th 2028

Revised 03-02-2023

(Notary Seal)

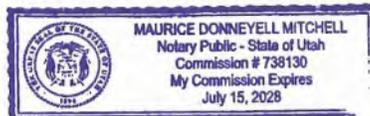


EXHIBIT B

ADDITIONAL INFORMATION SHEET

Proposal Name: Putting Assets to Work Innovative Finance and Asset Concession Grant Impl.

Proposal Number #: 25-02

Company Name: Propvizer Inc.

Contact Name: Benjamin McAdams

Address: 2205 South 1000 East

City, State, Zip: Salt Lake City, UT 84106

Telephone/FAX: #(801) 560-3988

E-mail: ben@propvizer.co

Comments: _____

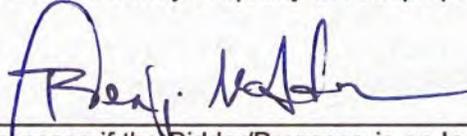
Exhibit C

CONFLICT OF INTEREST FORM

Propvizer Inc., hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

Benjamin McAdams



(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this 30th day of January, 2025

30th January 2025



Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.

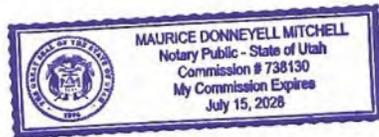


Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature:  **Company Name:** Propvizer Inc.

Typed/Printed Name: Benjamin McAdams **Date:** February 3, 2025

Title: Chief Executive Officer **Telephone Number:** (801) 560-3988

Email: ben@propvizer.co **Fax Number:** N/A

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

Benjamin McAdams _____, being first duly sworn,
deposes and says that he is an officer
(Partner, Officer, Owner, Etc.)

of Propvizor Inc.
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Benjamin McAdams (Benjamin McAdams)

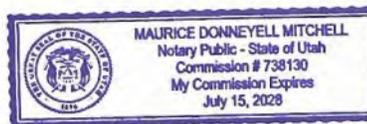
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 30th day of January, 20 25
30th January 2025

[Signature]
Notary Public

Commission Expires: JULY 15th 2028



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

EXHIBIT F

CITY OF EVANSTON M/W/D/EBE POLICY

A City of Evanston goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, Disadvantaged and Evanston Business Enterprises. The goal of the Minority, Women, Disadvantaged and Evanston Business Enterprise Program (M/W/D/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/D/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/D/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/D/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/D/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/D/EBE who submitted a proposal but was not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/D/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Sub-contractor listed to meet the M/W/D/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/D/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWDEBE Monthly Utilization Report](#)).

EXHIBIT G

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

Propvizer Inc. (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

 Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

X Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

 Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.

 Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response \$ 900,000 (incl for subcontractors TBD)

Amount to be performed by a M/W/D/EBE \$ 180,000

Percentage of work to be performed by a M/W/D/EBE 20% %

Information on the M/W/D/EBE Utilized:

Name Propvizer Inc.*

Address 2205 South 1000 East, Salt Lake City, UT 84106

Phone Number (801) 560-3988

Signature of firm attesting to participation *Ben Adams*

Title and Date Chief Executive Officer, February 3, 2025

Type of work to be performed Consulting, technical services

Please attach:

1. Proper certification documentation if applying as a M/W/DBE and check the appropriate box below. This M/W/DBE will be applying with documentation from:

- | | |
|---|--|
| <input type="checkbox"/> Cook County | <input type="checkbox"/> State Certification |
| <input checked="" type="checkbox"/> Federal Certification | <input type="checkbox"/> Women's Business Enterprise National Council |
| <input type="checkbox"/> City of Chicago | <input type="checkbox"/> Chicago Minority Supplier Development Council |

*Propvizer is a majority woman-owned business and is awaiting certification from the federal Small Business Administration. Evidence of our application is attached on the following page.

Welcome, Alexandra Stieglitz

Applications

PROPVIZER, INC (N3ZMAFNGDQL4)

Submitted - January 27, 2025

Women-Owned

Women-Owned

Status: pending

Initial Application: Primary Qualifying Owner

Application ID 11220

EXHIBIT G

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

Sentient Co. (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

 Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

 Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

 Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.

X Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response \$ 900,000

Amount to be performed by a M/W/D/EBE \$ 225,000

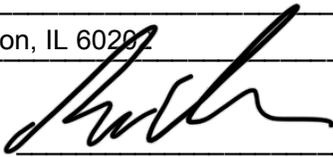
Percentage of work to be performed by a M/W/D/EBE 25 %

Information on the M/W/D/EBE Utilized:

Name Sentient Co., Michael McLean

Address 642 Sheridan Sq. #2, Evanston, IL 60201

Phone Number 312-504-1417

Signature of firm attesting to participation 

Title and Date Partner, February 3, 2025

Type of work to be performed Consulting and property advisor services

Please attach:

1. Proper certification documentation if applying as a M/W/DBE and check the appropriate box below. This M/W/DBE will be applying with documentation from:

- Cook County
- Federal Certification
- City of Chicago
- State Certification
- Women's Business Enterprise National Council
- Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE

EXHIBIT G

----- Forwarded message -----

From: economicdevelopment@cityofevanston.org

<noreply+83284b8da46295fa@formstack.com>

Date: Wed, Jan 29, 2025 at 8:37 AM

Subject: 2024 Business Registration Certification

To: <mmclean@sentientco.com>



City of Evanston

2024 General Business Registration Certificate

Sentient Co.

is hereby registered to operate at:

[642 Sheridan square](#)

[Unit 2](#)

[Evanston, IL 60202](#)

Registration Number:

24BLC-0245

This Business Registration authorizes the licensee to operate said business at said location under Title 3 of the Evanston City Code governing businesses. This Registration shall not be assigned, sold or transferred, and shall not authorize any person, entity or organization to conduct business other than the person, entity, or organization to which it has been issued, nor shall this Registration serve to authorize any business practice other than the purpose for which it was issued. The registered business shall comply with all applicable City, State, and Federal Laws.

The business registration expires March 31, 2025.

EXHIBIT G

Michael McLean has been a resident of Evanston since 2006 and has had a home based company dba Sentient Co. for 17 years registered to his residence at 642 Sheridan Square, Unit 2, Evanston IL 60202. Registration #24BLC-0245.

While the majority of the work will be performed by the project team, in cases where outside people or firms will be hired, we are dedicated to hiring equitably and locally. Michael has served on the MWDEBE Committee for the City of Evanston for two terms, over 4 years of service and helped bring positive change to the dynamic and conversation around local employment and workforce development.

M/W/D/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/DBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is \$900,000.

MBE/WBE/DBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE /DBE/EBE)	SERVICES PERFORMED	AMOUNT OF SUB- CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
Propvizer Inc.*	WBE	Consulting	\$ 180,000	20%
Sentient Co.	EBE	Consulting	\$ 225,000	25%
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$ 405,000	45%

*Propvizer is a majority woman-owned business and is awaiting certification from the federal Small Business Administration.

Exhibit J

Professional Services Agreement Acknowledgement Page

The City has attached its standard professional services agreement as an exhibit to this RFP. Identify all exceptions to the agreement that would prevent your firm from executing it. **The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.** *Please check one of the following statements:*

X I have read the professional services agreement and plan on executing the agreement without any exceptions.

My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

None

Authorized Signature:	<u></u>	Company Name:	<u>Propvizer Inc.</u>
Typed/Printed Name and Title:	<u>Benjamin McAdams</u>	Date	<u>Febraury 3, 2025</u>

Exhibit J

Consultant Certification and Verification

I certify in accordance with the Professional Services Agreement, the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance and will comply with City work rules and policies applicable to City employees while they are on City property, including the City's Workplace Harassment Policy; COVID-19 Vaccination Policy; and Sexual Harassment Policy. I further certify that the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance with OSHA emergency temporary standard to protect workers from coronavirus.

CONSULTANT:

By Benjamin McAdams, Propvizer



Its: Chief Executive Officer

FEIN Number: 99-1727472

Date: February 3, 2025



BEN MCADAMS
CEO, Propvizer

PROVIZER
 2205 South 1000 East
 Salt Lake City, UT 84106
 801.560.3988



RYAN PORTER
Managing Partner, MPact Collective

MPACT COLLECTIVE
 1046 New York Avenue, Suite A
 Huntington Station, NY 11746
 516.433.9000



MICHAEL MCLEAN JR.
Managing Partner, Sentient Co.

SENTIENT CO.
 642 Sheridan Square #2
 Evanston, IL 60202
 312-504-1417



Title	Professional services agreement for Propvizer / Putting...
File name	PROFESSIONAL_SERV...ATIVE_FINANCE.pdf
Document ID	691bd1484658fbd3c825e86a1beb5a7870a0fb62
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



03 / 10 / 2025
14:34:08 UTC-5

Sent for signature to Alex Ruggie (aruggie@cityofevanston.org) and Luke Stowe (lstowe@cityofevanston.org) from nkleiner@cityofevanston.org
IP: 50.171.242.186



03 / 10 / 2025
14:39:02 UTC-5

Viewed by Alex Ruggie (aruggie@cityofevanston.org)
IP: 66.158.65.76



03 / 10 / 2025
15:26:27 UTC-5

Signed by Alex Ruggie (aruggie@cityofevanston.org)
IP: 66.158.65.76



03 / 12 / 2025
15:15:16 UTC-5

Viewed by Luke Stowe (lstowe@cityofevanston.org)
IP: 50.171.242.186



03 / 12 / 2025
15:15:45 UTC-5

Signed by Luke Stowe (lstowe@cityofevanston.org)
IP: 50.171.242.186



03 / 12 / 2025
15:15:45 UTC-5

The document has been completed.