



CITY COUNCIL MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
2100 RIDGE AVENUE, EVANSTON 60201
COUNCIL CHAMBERS
Monday, October 17, 2011
7:00 p.m.

ORDER OF BUSINESS

- (I) Roll Call – Begin with Alderman Braithwaite
- (II) Mayor Public Announcements
End Polio: Rotary World Polio Day
- (III) City Manager Presentations and Announcements
Donation to Evanston Police Department of a T-3 Vehicle by David Cherry
Tree Donation Program
Day in the Life of Evanston: A Photo Story, October 22, 2011
- (IV) Citizen Comment
Members of the public are welcome to speak at City Council meetings. As part of the Council agenda, a period for citizen comments shall be offered at the commencement of each regular Council meeting. Those wishing to speak should sign their name, address and the agenda item or topic to be addressed on a designated participation sheet. If there are five or fewer speakers, fifteen minutes shall be provided for Citizen Comment. If there are more than five speakers, a period of forty-five minutes shall be provided for all comment, and no individual shall speak longer than three minutes. The Mayor will allocate time among the speakers to ensure that Citizen Comment does not exceed forty-five minutes. The business of the City Council shall commence forty-five minutes after the beginning of Citizen Comment. Aldermen do not respond during Citizen Comment. Citizen comment is intended to foster dialogue in a respectful and civil manner. Citizen comments are requested to be made with these guidelines in mind.
- (V) Special Orders of Business
- (VI) Executive Session
- (VII) Adjournment

SPECIAL ORDERS OF BUSINESS

(SP1) 2nd Quarter 311 Report Presentation

Staff recommends that City Council review the 2nd Quarter 311 Report.

For Discussion

(SP2) License Plate Recognition Proposal Presentation

Staff recommends City Council review the License Plate Recognition proposal.

For Discussion

(SP3) Robert Crown Request For Proposal

Staff recommends Council approval to release a Request for Proposal for the subject project to three developer teams, prequalified earlier this year. Funding will be provided by Capital Improvement Plan Account No. 415555 with a budget of \$143,000

For Action

(SP4) Public Works Projects

(SP4.1) 2012 Water Main Replacement & Street Resurfacing Program

Staff recommends City Council approval of the proposed list of projects to be included in the 2012 Water Main Replacement and Street Resurfacing Program, subject to final approval of the FY2012 Capital Improvements Plan (CIP). In addition, staff recommends the development of a new 5-Year Street Improvement Plan (FY2013-FY2017) to be completed in 2012.

For Action

(SP4.2) Potential Bus Shelter Locations – Citywide Creative Outdoor Advertising of America (COA), Inc.

Staff will present potential locations for Creative Outdoor Advertising of America (COA) Inc., to proceed to install bus shelters where feasible for City Council review and approval. A 10 year contract with COA was approved by the City Council on September 27, 2010. The potential bus shelter locations were presented and discussed during the Administrative & Public Works Committee meeting on March 14, 2011.

For Discussion

(SP4.3) TIGER III Grant Application: Church Street from Lawler St. (Skokie) to Chicago Ave. (Evanston) and Dodge Avenue from Dempster St. to Lyons St.

Staff recommends authorization for the City Manager to apply for a TIGER III Discretionary Grant to fund the construction of the West Evanston Plan on Church Street (NS Channel to Chicago) and Dodge Avenue (Dempster to Lyons). The total cost of funding this project is estimated to be \$16,300,000 of which \$11,720,000 would be funded with TIGER III Grant funds. The remaining \$4,580,000 would be funded by the City of Evanston.

For Discussion

(SP5) Disposable Bag Presentation

Environment Board will present an update on options regarding disposable bags for City Council to review.

For Discussion

Information is available about Evanston City Council meetings at: www.cityofevanston.org/citycouncil. Questions can be directed to the City Manager's Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager's Office 48 hours in advance so that arrangements can be made for the accommodation if possible.



Memorandum

To: Honorable Mayor and Members of the City Council

From: Douglas J. Gaynor, Director, Parks, Recreation & Community Services
Robert Dorneker, Superintendent of Recreation
Stefanie Levine, Assistant Superintendent Parks/Forestry & Facilities

Subject: RFP to Design, Build, Finance and Operate an Ice Rink and Community Center within Crown Park

Date: October 17, 2011

Recommended Action:

Staff recommends Council approval to release an RFP for the subject project to three developer teams, prequalified earlier this year.

Funding Source:

CIP Account No. 415555: \$143,000

Summary:

On November 16, 2009, City Council directed staff to prepare a Request for Qualifications (RFQ) to procure the services of a Developer to design, build, finance and operate a new ice rink and community center at Crown Park, replacing the existing Crown Center. On April 1, 2010 the RFQ document was publicly issued. Responses were received from eight consultants on June 29, 2010. An evaluation committee, selected by the full City Council and consisting of three Aldermen, three Parks and Recreation Board members and a variety of city staff was organized to review the proposals received. The evaluation committee met and shortlisted four firms for interviews on August 23, 2010. After interviews were held, three firms (Harbour Contractors, William Blair and McCaffrey Interests) were recommended for prequalification. On January 24, 2011, the City Council approved that recommendation.

In addition to the pre-qualifications approved at the January 24, 2011 Council meeting, staff was directed to proceed with the following items:

1. Performance of a Phase I and (potentially) Phase II Environmental Site Assessment (ESA) for the Crown property.

2. Performance of a preliminary geotechnical investigation to evaluate subsurface soils.
3. Performance of a market study to validate the market feasibility of the proposed building program.
4. Preparation of an RFP to the three finalist firms to Design, Build, Finance and Operate an Ice Rink and Community Center within Crown Park

The Phase 1 ESA was completed in early spring 2011 by consultants EPI. The report collected, identified and summarized information on past or present recognized environmental conditions and/or activities on the property. The assessment included review of all available historic and geologic records which could provide insight into past land uses and potential environmental concerns. The ESA revealed no evidence of recognized environmental conditions on the property and concluded that no further investigation, including a Phase 2 ESA, was deemed warranted at this time.

The preliminary geotechnical work was completed in late spring 2011 by consultants EPI. The report evaluated subsoil surfaces on the property for purposes of providing preliminary foundation system analysis. The investigation concluded that the existing shallow depth soils on site are not capable of supporting a proposed building of the type contemplated for this project. As a result, the report recommends that the proposed structure be supported by belled caissons.

The market study was completed in early fall 2011 by consultants HVS. The purpose of the report was to review the current operations and assess the market demand potential of a new expanded facility. Work included staff and user interviews, analysis of economic and demographic data, examination of programming and ice utilization and comparative analysis of the local market. The study concluded that demand exists for a regulation sized ice surface in addition to the one and one-half ice surfaces currently at Crown today.

In addition to conducting the above studies, staff has prepared an RFP for issuance to the three finalist firms. The RFP contains a variety of components including: an introduction, financing options for proposer responses, procurement process, evaluation and selection information, proposal instructions, proposal forms, contractual agreement, general technical specifications for construction, design/build work requirements and procedures, operations and maintenance requirements, a facility evaluation protocol and repair/replacement schedules.

A complete copy of the RFP, which includes the studies described above, can be found at www.cityofevanston.org/citycouncil for your review. Staff recommends Council approval to release the RFP document to the three prequalified firms. The current anticipated schedule for this project is as follows:

Issue Request for Proposals	October 27, 2011
One-on-one Proposer Meetings to Discuss Submittals	November 10, 2011
Deadline for RFP Questions	December 1, 2011

Issue Final Response Addendum and RFP Questions	December 15, 2011
Proposal Due Date	February 2, 2012
Proposal Selection and start of Negotiations (anticipated)	March 29, 2012
Project Award and Agreement Execution (anticipated)	May 28, 2012
Design / Build work begins	Summer/Fall 2012
Design / Build work completed	Summer/Fall 2014

Attachments:

Draft Request for Proposal (RFP)

(The complete RFP including Exhibits A-F is available as a separate document at

www.cityofevanston.org/citycouncil.

CITY OF EVANSTON

REQUEST FOR PROPOSALS (RFP)

**Design, Build, Operate and Finance
The Evanston Ice Rink and Community Center through a Design,
Build, Operate and Finance Agreement**

RFP 12-61



SUBMISSION DEADLINE:

**2:00pm, February 2, 2012, Room 4200,
Lorraine H. Morton Civic Center, 2100 Ridge
Avenue, Evanston, Illinois 60201**

SEALED PROPOSALS TO BE RETURNED TO:

CITY OF EVANSTON
PURCHASING DIVISION
ROOM 4200, CIVIC CENTER
2100 RIDGE AVENUE
EVANSTON, IL 60201
Phone: 847-866-2935
Fax: 847-448-8128

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Form A	Proposal Letter
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Form D through H	M/W/EBE Certifications and Forms
Form I	Design/Build Price
Form J	Operations Expenses
Form K	User Fee Structure
Form L	Opinion of Council

SECTION 1 INTRODUCTION AND GENERAL PROVISIONS

1.1 Introduction

This Request for Proposals (“RFP”), is issued by the City of Evanston (“City”), to seek competitive detailed proposals (individually, a “Proposal” and collectively, “Proposals”) for a public-private partnership to be evidenced by a Design, Build, Operate and Finance Agreement (“Agreement”). The Agreement will provide that the entity identified in the successful Proposal (“Developer”) must design, build, finance and operate the Evanston Ice Rink and Community Center (the “Facility” or the “Project”).

The City is issuing the RFP to those Proposers shortlisted based on the City’s evaluation of qualification submittals delivered to the City on June 29, 2010 in response to Request for Qualifications 11-06 for the Project issued on April 1, 2010 (the “RFQ”). Those Proposers are:

1. Harbour Contractors, Inc.;
2. McCaffery Interests;
3. William Blair & Company

Proposers must comply with the instructions provided to Proposers in this RFP during the procurement and in their responses to the RFP. Proposers must also consider the Project goals identified in Section 1.2 below when drafting Proposals.

The RFP allows a Proposer to identify an entity other than Proposer to act as Developer, thus allowing unsuccessful Proposers to avoid unnecessary costs associated with formation of such entity. However, if the entity identified as Developer in the successful Proposal is not formed as contemplated by this RFP, or fails to comply with the requirements of this RFP, the entity(ies) that signed the Proposal must either enter into the Agreement itself or provide a substitute Developer acceptable to the City in its sole discretion.

All forms identified in this RFP are found in Exhibit F unless otherwise noted. All times in this RFP are central standard time (CST) or central daily savings time (CDT), as applicable.

1.2 Project Goals

The City’s goals for the Project are as follows:

1. Maintain ongoing and uninterrupted operations at the existing Crown Center during construction of the new Facility. The existing Crown Center cannot close until the new Facility is complete and open for use;
2. Minimize impacts to the operation of Crown Park’s athletic fields during construction of the new Facility;

3. Minimize impacts to the public, business, communities and adjacent property owners during construction through effective communication, cooperation and coordination;
4. Improve ice, recreation and community programming opportunities for Evanston and the surrounding communities after Facility construction;
5. Secure quality design, construction, financing and operating services meeting or exceeding the City's expectations and technical requirements provided in this RFP, including its appendices, at the lowest construction and operations cost to ensure fair and competitive use fees to optimize the Facility's life cycle performance as described in this RFP and its appendices;
6. Develop a Facility that provides a use fee structure which is substantially similar to the current uses and prices of the existing Crown Center as specifically set forth in the Options identified below;
7. Develop a Facility that ensures public recreational uses and programming receives the top priority for utilizing the Facility;
8. Develop a Facility that preserves existing recreational programs and activities as well as maintains and strengthens relationships with existing recreational affiliate organizations which currently utilize Crown Center and Crown Park;
9. Construct the project safely;
10. Expedite delivery of the completed Project;
11. Facilitate participation by Minority, Women and Evanston Business Enterprises (M/W/EBE) businesses consistent with the Agreement and applicable goals;
12. Facilitate implementation of the City's Local Employment Program (LEP) consistent with the Agreement and applicable laws;
13. Cooperate and coordinate with Project Stakeholders identified by the City;

1.3 General Project Description and Scope of Developer's Obligations

1.3.1 General Project Description

This RFP solicits competitive, sealed, proposals from Proposers for the design, permitting, construction, financing, operating, and maintaining of a new ice rink and community center (replacing the existing Crown Center) that meets the needs of both Evanston residents and the surrounding communities. The Project includes a variety of components geared toward multi-sport, recreational and community activities. The new

Facility will be located at the southwest corner of Crown Park (corner of Main Street and Dodge Avenue) and will not exceed permitted zoning maximums (Open Space District, FAR: 0.15, Building height: 35 feet or 2-½ stories (whichever is less)). In addition to the new building, construction will include demolition of the existing Crown Center and surface parking lot, construction of a new surface parking lot and redevelopment/reconstruction of the existing park and athletic fields within Crown Park. Building and site program elements include:

1. Ice rinks (one 100' x 200' ice sheet with seating for 1200 spectators, one 85' x 200' ice sheet with seating for 500 spectators and one 60' x 80' studio ice sheet);
2. One 110' x 80' gymnasium with seating for 500 spectators and a three lane running track above;
3. Locker / team rooms (as needed to support sports programming);
4. Multipurpose rooms, community programming rooms, recreation space and pro-shop space (estimated at 10,000 square feet);
5. Branch library (estimated at 5,000 square feet);
6. Concession services;
7. Administrative offices (as needed to support operations);
8. Associated support facilities (lobby, restrooms, storage, MEP operations, etc., as needed to support operations);
9. Surface parking facilities (as needed to support operations);
10. Two developed baseball fields (for youth and adult athletic programs including lighting) for which public uses receive first priority in access and scheduling;
11. Two developed soccer/football fields (for youth and adult athletic programs including lighting) for which public uses receive first priority in access and scheduling;
12. Four tennis courts (including lighting; existing courts must be maintained) for which public uses receive first priority in access and scheduling;
13. One children's playground; and
14. Exterior and park accommodations as required (pedestrian / vehicular circulation, perimeter fencing, site furnishings, lighting, landscaping, etc.).

The Agreement developed for this project obligates the Developer to 1) design and build the Project; 2) invest equity and provide financing for the Project; 3) operate and maintain the Project; and d) collect revenues from users of the project for a 30 year period, subject to any revenue sharing or upfront concession payment to the City. The Agreement requires ongoing coordination and involvement with the City to ensure Project acceptance from both a community and public agency perspective.

1.3.2 Scope of Developer's Obligations

Developer's obligations will generally include all efforts required to design, build, finance and operate the Project in accordance with the requirements of the Agreement.

1.4 Procurement Schedule

The following represents the current schedule for the procurement.

Issue Request for Proposals	October 27, 2011
One-on-one Proposer Meetings to Discuss Submittals	November 10, 2011
Deadline for RFP Questions	December 1, 2011
Issue Final Response Addendum and RFP Questions	December 15, 2011
Proposal Due Date	February 2, 2012
Proposal Selection and start of Negotiations (anticipated)	March 29, 2012
Project Award and Agreement Execution (anticipated)	May 28, 2012

All dates set forth above and elsewhere in the RFP are subject to change, in the City's sole discretion, by Addendum.

1.5 General Provisions Regarding Proposals

1.5.1 Proposal Contents

As used in this procurement, the term "Proposal" means a Proposer's complete response to the RFP, including (1) a Technical Proposal; and (2) a Financial Proposal. Requirements for the Technical Proposal and the Financial Proposal are set forth in Exhibits A and B, respectively. The Proposal must be organized in the order listed in Exhibits A and B. It must be clearly indexed. Each Proposal component must be clearly titled and identified and submitted without reservations, qualifications, conditions or assumptions. Any failure to provide all the information and all completed forms in the format specified or submittal of a Proposal subject to any reservations, qualifications, conditions or assumptions may result in the City's rejection of the Proposal or giving it a lower rating. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change may be made in the Proposal forms.

1.5.2 Inclusion of Proposal in Agreement

Portions of the successful Proposal will become part of the Agreement, as specified in the Agreement. All other information is for evaluation purposes only and will not become part of the Agreement.

1.5.3 Commitments in the Proposal

The verbiage used in each Proposal will be interpreted and evaluated based on the level of commitment provided by Proposer. Tentative commitments will be given no consideration. For example, phrases such as “we may” or “we are considering” will be given no consideration in the evaluation process since they do not indicate a firm commitment.

1.5.4 Ownership of Proposal

All written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to the City during this procurement process, whether included in the Proposal or otherwise submitted, become the property of the City upon delivery to the City and will not be returned to the submitting parties. The City may use such materials for any purpose including, without limitation, media distribution.

1.6 M/W/EBE Goals

The City has a 25% Minority-Owned, Women-Owned, and Evanston-based business (M/W/EBEs) participation goal for all of its contracts. As part of its proposal, each respondent must complete Forms D through H. Any questions regarding M/W/EBE compliance should be directed to Lloyd Shepard, M/W/EBE Coordinator at 847-448-8078, or Jewell Jackson, Purchasing Manager, at 847-448-8107.

1.7 LEP Requirements

In an effort to increase hiring of economically disadvantaged Evanston residents on construction projects, this Project will require Proposers to comply with the provisions of the City’s Local Employment Program (LEP) set forth in Section 1-17-1 (C) of the Evanston City Code of 1979 as amended when utilizing public funding over \$250,000 for construction purposes. The intent of the LEP is to have Evanston residents employed at the construction site as laborers, apprentices and journeymen in such trades as electrical, HVAC, carpenters, masonry, concrete finishers, truck drivers and other construction occupations necessary for the project.

1.8 Employment Offer to Current City Employees

Upon execution of the Agreement, the Developer must offer full-time employment to all current full-time City employees employed at the current Robert Crown Center who pass medical and background examinations required by the Developer. Said employees will be eligible for employment at the Facility. Any employees so hired must

have salary and compensation commensurate with that earned while such employees were employed with the City. Other than for disciplinary or medical reasons as determined by Developer, or by reason of voluntary termination or retirement, all such employees covered by this section must be employed by Developer for a minimum of two (2) years.

1.9 Public Art

Proposers are advised that City ordinance requires Public Art be included in projects using public funding. Specifically, 1% of all construction costs using \$1 million or more of public money must be used for Public Art purposes. Proposals responding to the RFP that include a request for public funding of \$1 million or more must include provisions for incorporating Public Art and the artist selection process (administered independently by the City's Public Art Committee).

SECTION 2 OPTIONS TO BE INCLUDED IN PROPOSAL

2.1 Objectives

Each Proposal must include at least three options (see below) for delivering the Project as contemplated by this RFP. A Proposal may, but is not required to, include a fourth option for the City's consideration which fulfills the City's goal, as stated in this RFP, to deliver the Project at no or minimal public cost while also providing the highest possible service for public access and programming.

2.2 Option 1.

Each Proposal must include an option (Option 1) which provides a plan as follows:

- Private financing and construction of the Project;
- Private operation of the Project; and
- No contribution of public monies for construction or operation of the Project.

2.3 Option 2.

Each Proposal must include an option (Option 2) which provides a plan as follows:

- Private financing and construction of the Project;
- Public operation of the Project; and
- The method by which the Developer will be repaid for constructing the Project, e.g., with public monies.

2.4 Option 3.

Each Proposal must include an option (Option 3) which provides a plan as follows:

- Private financing and construction of the Project;
- Private operation of the ice skating rink(s);
- Public operation of the community center; and
- The method by which the Developer will be repaid for constructing the community center, e.g., with public monies.

2.5 Option 4 (voluntary)

While not required by this RFP, each Proposal may also include an option (Option 4) which provides a plan to accomplish the City's goals that may be different from Options 1-3 set forth above. Developers are encouraged to be creative in their proposed plan, but should understand that one City objective is not to use public monies in constructing the Project.

SECTION 3 PROCUREMENT PROCESS

3.1 Procurement Method

The City will award the Agreement (if at all) to the responsible Proposer offering a Proposal meeting the high standards set by the City and which is determined by the City, through evaluation based upon the criteria set forth in the RFP to provide the best value to the City and to be in the best interest of the City.

The City will accept Proposals for the Project only from those Proposers the City has shortlisted for the procurement based on their responses to the RFQ. The City will not review or consider alternative proposers.

3.2 Receipt of the Request for Proposal Documents, Communications and Other Information

The RFP and any addenda will be posted to the City's website at the following address:

LIST WEBPAGE HERE

3.2.1 Authorized Representative

The City has designated the following individual to be its authorized representative for the procurement (the "Authorized Representative"):

Stefanie Levine, RLA
 City of Evanston, Parks, Recreation and Community Services
 2100 Ridge Avenue
 Evanston, Illinois 60201
 Phone: (847) 448-8043
 Fax: (847) 448-8070
 E-mail: slevine@cityofevanston.org

From time to time during the procurement process or during the term of the Agreement the City may designate another Authorized Representative or representatives to carry out some or all of the City's obligations pertaining to the Project. Respondents will send a copy of all correspondence delivered to the Authorized Representative to the following individual:

Douglas J. Gaynor
City of Evanston, Parks, Recreation and Community Services
2100 Ridge Avenue
Evanston, Illinois 60201
Phone: (847) 448-8040
Fax: (847) 448-8051
E-mail: dgaynor@cityofevanston.org

3.2.2 Identification of Proposer Authorized Representative

A Proposer must identify in its Proposal an individual authorized to act on behalf of Proposer relating to this procurement ("Proposer Authorized Representative"). If a Proposer changes its Proposer Authorized Representative to receive documents, communications or notices in connection with the procurement subsequent to its submission of its Proposal, Proposer must provide the City's Authorized Representative with the name and address of such new Proposer Authorized Representative. Failure to identify a Proposer Authorized Representative in writing may result in Proposer failing to receive important communications from the City. The City is not responsible for any such failure and may not be held liable for Proposer's failure to receive information.

3.2.3 Rules of Contact

The following rules of contact apply during the procurement for the Project, which began upon the date of issuance of the RFQ and will be completed with the execution of the Agreement. These rules are designated to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic mail or formal written communication.

The specified rules of contact are as follow:

1. After submittal of RFP responses, no Proposer or any of its team members may communicate with another Proposer or its team member with regard to the RFP or either team's Proposal, except that subcontractors that are shared between two more Proposer teams may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during City sponsored informational meetings);

2. The Proposers may correspond with the City regarding the RFP only through the City's and Proposer's authorized representatives;
3. Commencing with the issuance of the RFQ and continuing until the earliest of i) award and execution of the Agreement; ii) rejection of all Proposals by the City; or iii) cancellation of the procurement, no Proposer or representative thereof may conduct ex parte communications regarding the RFQ, RFP or the procurement described herein with any member of the Evanston City Council or with any City staff, advisors, contractors or consultants involved with the procurement, except for communications expressly permitted by the RFP or except as approved in advance by the City Manager, in his or her sole discretion. The foregoing restriction does not, however, preclude or restrict communications with regard to matters unrelated to the RFP or the procurement or from participating in public meetings of the City Council or any public or Proposer workshop related to this RFP. Any Proposer engaging in such prohibited communications may be disqualified at the City's sole discretion;
4. The Proposers may not contact stakeholders regarding the Project including employees, representatives and members of the entities listed below:
 - a. Crown Center staff;
 - b. City staff (other than the City's designated representative); or
 - c. City of Evanston council, board and committee members.
5. Any communications determined to be improper, at the City's sole discretion may result in disqualification of the Proposer;
6. Any official information regarding the Project will be disseminated from the City's office on City letterhead. Any official correspondence will be in writing and signed by the City's Authorized Representative or designee; and
7. The City is not responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

3.3 Questions and Response Process, and Addenda

3.3.1 Questions and Responses Regarding the RFP

Proposers are responsible for reviewing the RFP and any Addenda issued by the City prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which Proposer fails to understand. Failure of Proposer to so examine and inform itself is at its sole risk, and no relief for error or omission will be provided by the City. Proposers must submit, and the City will respond to, requests for written clarification

in accordance with this Section 3.3.1. To the extent responses are provided, they will not be considered part of the Agreement, nor will they be relevant in interpreting the Agreement, except as expressly set forth in the Agreement, as applicable.

The City will only consider comments or questions regarding the RFP, including requests for clarification and requests to correct errors, if submitted by a shortlisted Proposer to the Authorized Representative by hard copy, facsimile or electronic transmission in the prescribed format.

Such comments or questions may be submitted at any time before the applicable last date specified in Section 1.4 or such later date as may be specified in any Addendum. Questions and comments, including requests for clarification or interpretation, must: (i) be sequentially numbered; (ii) specifically reference the relevant RFP section and page number, unless such request is of general application (in which case the request for clarification must so note); (iii) not identify the Proposer's identity in the body of the question or contain proprietary or confidential information.

Proposers are limited to 20 questions regarding this RFP including Addendum, if any. If a question has more than one subpart, each subpart is considered a separate question. Corrections of typographical errors, incorrect cross references or internal inconsistencies within or among the RFP documents are excluded from the 20-question limitation.

No telephone or oral requests will be considered, and e-mail requests must be followed up by a facsimile or other hard copy delivery. Proposers must ensure that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project. No requests for additional information or clarification to any person other than the City's Authorized Representative will be considered. Questions may be submitted only by the Proposer Authorized Representative, and must include the requestor's name, address, telephone and facsimile numbers, and Proposer he/she represents.

The questions and the City's responses will be in writing and will be delivered to all Proposers, except that the City intends to respond individually to those questions identified by a Proposer or deemed by the City as containing confidential or proprietary information relating to Proposer's Proposal. The City may disagree with Proposer's assessment regarding confidentiality of information in the interest of maintaining a fair process or complying with applicable Law. Under such circumstances, the City will inform Proposers and may allow Proposer to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if the City determines that it is appropriate to provide a general response the City will modify the question to remove information that the City determines is confidential. The City may rephrase questions as it deems appropriate and may consolidate similar questions. The City contemplates issuing multiple sets of responses at different times during the procurement process. The last response to comments and questions will be issued no later than the date specified in Section 1.4.

The City may convene pre-proposal meetings with Proposers as it deems necessary (see Section 3.4), and Proposers must make themselves available to the City for such pre-Proposal meetings and to discuss any matters they submit to the City under this Section 3.3.1. If the City determines, in its sole discretion, that its interpretation or clarification requires a change in the RFP, the City will prepare and issue an Addendum.

3.3.2 Addenda

The City may, in its sole discretion, revise, modify or change the RFP and/or procurement process at any time before the Proposal Due Date (or, if Proposal Revisions are requested, before the due date for Proposal Revisions). Any such revisions will be implemented by issuing an Addenda to the RFP. Addenda will be issued to Proposers via hardcopy and posted to the City's website at the web address listed above. If any Addendum significantly impacts the RFP, as determined in the City's sole discretion, the City may change the Proposal Due Date. The announcement of such new date will be included in the Addendum. In addition, if the last date for Proposer to submit questions regarding the RFP has occurred or has changed, the Addendum will indicate the latest date for submittal of any clarification requests concerning the Addendum.

Proposer must acknowledge in its proposal letter receipt of all Addenda. Failure to acknowledge such receipt may cause the Proposal to be deemed non-responsive and be rejected. The City may hold group meetings with Proposers and/or one-on-one meetings with each Proposer to discuss any Addenda or response to requests for clarifications. The City does not anticipate issuing any Addenda later than ten Business Days before the Proposal Due Date. However, if the need arises, the City may issue Addenda after such date. If the City finds it necessary to issue an Addendum after such date, then any relevant processes or response times necessitated by the Addendum will be set forth in a cover letter to that specific Addendum.

3.4 Pre-Proposal Meetings

3.4.1 Informational Meetings

The City may hold joint informational meetings with all Proposers at any time before the Proposal Due Date. Written notice of any informational meetings will be sent to all Proposers.

If any informational meeting is held, each Proposer must attend with appropriate members of its proposed key management personnel, and if required by the City, senior representatives of proposed team members identified by the City.

3.4.2 One-on-One Meetings

The City intends to conduct one-on-one meetings with each Proposer on the date set forth in Section 1.4, and on such other dates designated by the City in writing to the Proposers, to discuss issues and clarifications regarding the RFP. The City may disclose to all

Proposers any issues raised during the one-on-one meetings, except to the extent that the City determines, in its sole discretion, such disclosure would reveal a Proposer's confidential business strategies. Participation at such meetings by the Proposers is mandatory.

The one-on-one meetings are subject to the following:

1. The meetings are intended to provide Proposers with a better understanding of the RFP.
2. The City will not discuss with any Proposer any Proposal other than its own.
3. Proposers cannot seek to obtain commitments from the City in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
4. No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers, and no part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.

3.4.3 Questions and Responses during One-on-One Meetings

During one-on-one meetings, Proposers may ask questions and the City may provide responses. However, any responses provided by the City during one-on-one meetings may not be relied upon unless questions were submitted in writing and the City provided written responses in accordance with Section 3.3.1. Written questions and City responses will be provided in writing to all Proposers, except to the extent such questions are deemed by the City to contain confidential or proprietary information relating to a particular Proposer's Proposal.

3.4.4 Statements at Meetings

Nothing stated at any pre-proposal meeting or included in a written record or summary of a meeting will modify the RFP unless it is incorporated in an Addendum.

3.5 Confidentiality

Responses to this RFP become the exclusive property of the City. All documents submitted in response to this RFP are public records and are subject to disclosure. Protection from disclosure generally applies to those elements in each submittal which are marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY." During the course of the procurement process, the City will accept materials clearly and prominently labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" by the Proposer or other submitting party. The City will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other

submitting party is solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as it determines to be appropriate. Proposers which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive.

The City will endeavor to advise Proposers of any request for the disclosure of the material so marked with "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," and give the Proposer 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 Proposer, the Proposer is solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the Proposer of the request for disclosure, and the City is not 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, employees, consultants, or sub-consultants.

3.6 City Studies and Investigations

The City has performed several studies and investigations for this project in advance of the release of this RFP including: 1) a Phase I Environmental Site Assessment, 2) a Preliminary Geotechnical Investigation and 3) a Market Study. Copies of these studies and investigations are attached to this RFP in Exhibit E.

3.7 Examination of RFP and Site Access

3.7.1 Examination of RFP

Each Proposer is solely responsible for examining, with appropriate care and diligence, the RFP, including Exhibits, Addenda and other referenced information and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of its Proposal, or the performance of Developer's obligations under the Agreement. Failure of Proposer to so examine and inform itself is at its sole risk, and the City will provide no relief for any error or omission.

Each Proposer is responsible for conducting such investigations as it deems appropriate in connection with its Proposal, regarding the condition of existing facilities and Site, including without limitation environmental concerns, geotechnical, utilities and zoning requirements, keeping in mind the provisions in the Agreement regarding assumption of liability by Proposer. Proposer's receipt of City-furnished information does not relieve Proposer of such responsibility.

The submission of a Proposal is considered prima facie evidence that Proposer has made the above-described examination and is satisfied as to the conditions to be encountered in performing the Project, and as to the requirements of the Agreement.

3.7.2 Site Access

Proposers will be allowed access, through the Proposal Due Date, to all portions of the Project site for purposes of inspecting in-place assets and determining Site conditions through non-destructive investigations. This work may include surveys and site investigations, such as geotechnical, environmental testing and utilities investigations.

After award is made, the selected Proposer will be allowed access to the Project site in order to conduct surveys and site investigations, including geotechnical, environmental testing and utilities investigations, and to engage in the other activities in accordance with the Agreement.

3.8 Errors

If any mistake, error, or ambiguity is identified by a Proposer at any time during the procurement process in any of the documents supplied by the City, the Proposer will notify the City of the recommended correction in writing in accordance with Section 3.3.1.

3.9 Changes in Proposer's Organization

The City wants to ensure that Proposers are able to develop and attract the broad expertise as may be necessary to participate in this procurement and to design, build, finance and operate the Project in an innovative, effective and efficient manner. Accordingly, the City will permit Proposers to add team members and reorganize the Proposer entity through the procurement process until 15 business days before submittals of the Proposals, except in the event of potential organizational conflicts of interest and/or deficiencies in qualifications and experience for the proposed role. Notwithstanding the foregoing, following shortlist selection, the following actions may not be undertaken without the City's prior written consent:

1. deletion or substitution of a Proposer team member identified in the response;
2. deletion or substitution of an equity owner of Proposer, a guarantor of Proposer or any other entity that will bear financial responsibility or liability for the performance of the Proposer; or
3. other changes in the equity ownership or team membership of a Proposer.

Proposer must submit to the City written requests for approval of organizational changes from the City as soon as possible but in no event later than 15 business days before the Proposal deadline. Any such request must be sent to the City's Authorized Representative accompanied by the information specified for such entities in the RFQ. If a request is made to allow deletion or role change of any Major Participant identified in its RFQ response, Proposer must submit such information as may be required by the City to demonstrate that the changed team meets the RFQ and RFP criteria. Proposer must submit an original and five copies of each request package. The City is not obligated to approve such requests

and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Except as provided herein, a Proposer may not change the Major Participants identified in its RFQ response after the date set forth above. Between the applicable dates set forth above and execution of the Agreement, the City, in its sole discretion, will consider requests by Proposers to make changes in Proposers' organization based only on unusual circumstances beyond Proposer's control.

3.10 Taxes

Proposers must assume that this project is subject to all applicable Federal, State and Local taxes.

3.11 Prevailing Wages

The Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq) requires contractors and subcontractors to pay laborers, workers and mechanics employed on public works projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of similar character in the locality where the work is performed. This requirement applies regardless of the dollar amount of the contract.

Proposers must thoroughly familiarize themselves with the provisions of the above-mentioned Act and prepare any and all bids/proposals in strict compliance therewith.

Contractors and subcontractors on public works projects must submit certified payrolls on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records her or she knows to be false is a Class B misdemeanor.

1. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
2. All certified payrolls must be submitted in electronic format, preferably PDF files.

3.12 Building Permits

Proposers must secure and pay for any licenses required by the City of Evanston including, without limitation, a business license (as required by Evanston City Code §§

3-1-1, *et seq.*). Necessary building permits are required, but all permit fees will be waived.

SECTION 4 REQUIREMENTS FOR SUBMITTAL OF PROPOSALS AND ACCEPTANCE OF DELIVERY BY THE CITY

4.1 General Submittal Requirements

Each Proposal must include a Technical Proposal and a Financial Proposal meeting the requirements set forth in Exhibits A and B. The Proposal must be submitted in sealed containers in the format and manner set forth below no later than the Proposal Due Date.

4.1.1 Signatures Required

The Proposal Letter (Form A) must be signed by authorized representatives of all parties constituting the Proposer and be accompanied by evidence of signatory authorization as specified in Form A.

4.1.2 Certified Copies

Where certified copies of the Proposal are required, Proposer must mark the document or cover with the words "Certified True Copy" and have the mark oversigned by the Proposer's Authorized Representative.

4.1.3 Consequences of Failure to Follow Requirements

Failure to use sealed containers or to properly identify the Proposal may result in an inadvertent early opening of the Proposal and may result in disqualification of the Proposal. Proposer is entirely responsible for any consequences, including disqualification of the Proposal, which result from any inadvertent opening if the City determines that Proposer did not follow the foregoing instructions. It is Proposer's sole responsibility to see that its Proposal is received as required. Proposals received after the time due will be rejected without consideration or evaluation.

4.1.4 Requirement to Submit Compliant Proposal

The Proposal may not include any qualifications, conditions, exceptions to or deviations from the requirements of the RFP. If the Proposal does not fully comply with the instructions and rules contained in this RFP, including the exhibits, it may be disqualified.

Each Proposal must be submitted in the official format which is specified by the City in the RFP. Proposer must sign the original copy of the Proposal submitted to the City. Multiple or alternate proposals may not be submitted.

Proposals may be considered non-compliant and may be rejected for any of the following reasons:

1. If the Proposal is submitted in paper form or on disk other than that specified by the City; if it is not properly signed; if any part of the Proposal is missing from the Proposal package, and/or if it otherwise does not meet the Proposal submittal requirements;
2. If the City determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite, or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations, or items not called for in the RFP, or unauthorized additions;
3. If multiple or alternate Proposals are submitted or if the Proposal includes any conditions or provisions reserving the right to accept or reject an award or to enter into a Agreement following award; or
4. Any other reason the City determines the Proposal to be non-compliant.

4.1.5 Format

The Proposal must contain concise written material and drawings enabling a clear understanding and evaluation of the capabilities of Proposer and the characteristics and benefits of the Proposal. Legibility, clarity, and completeness of the Technical Proposal and Financial Proposal are essential. The Technical Proposal cannot exceed the page limitation set forth in Exhibit A, Section 2.0. No page limit applies to appendices and exhibits, however, the City does not commit to review any information in appendices and exhibits other than those required to be provided, and the Proposal evaluation process will focus on the body of the Proposal and any required appendices and exhibits.

An 8 ½ by 11-inch format is required for typed submissions and an 8 ½ by 11-inch or 11 by 17-inch format is required for drawings. Submittals must be bound with all pages in a binder sequentially numbered. The use of 11 by 17-inch foldouts for tables, graphics, drawings and maps is acceptable in the main body of the Proposal. Each 11 by 17-inch foldout will be considered one page.

4.1.6 Additional Requirements for Proposal Delivery

Proposer must provide one (1) unbound original and fifteen (15) copies (for a total of sixteen (16) hardcopies) and one (1) digital copy (burned onto a compact disc) of the Technical Proposal and the Financial Proposal each. Proposals must be delivered to the City at the following address:

City of Evanston
Purchasing Division
Room 4200, Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, Illinois 60201

Attn: Ms. Jewell Jackson

Each binder of the Proposal must be labeled to indicate its contents. The original Technical and Financial Proposals must be clearly identified as “original”; copies of the Proposals must be sequentially numbered, labeled and bound.

4.2 Modifications, Withdrawals and Late Submittals

4.2.1 Modifications to a Proposal

A Proposer may modify its Proposal in writing before the specified time on the Proposal Due Date. The modification must conform in all respects to the requirements for submission of a Proposal. Modifications must be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they must be sequentially numbered so the City can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages or complete forms as described in Exhibits A and B. Line item changes will not be accepted. No facsimile or other electronically transmitted modifications are permitted.

4.2.2 Withdrawal and Validity of Proposals

Proposer may withdraw its Proposal at any time before the time due on the Proposal Due Date by means of a written request signed by the Proposer’s Authorized Representative. Such written request must be delivered to the address in Section 3.2.1. Withdrawing a Proposal will not prejudice the right of a Proposer to file a new Proposal provided that it is received before the time due on the Proposal Due Date. Proposals are initially valid for a period of 270 days after the Proposal Due Date. The City has the right to extend this period for up to an additional 90 days. A Proposer cannot withdraw its Proposal, which remains valid for an additional 90 days, if notified by the City that it is selected for negotiations of the Agreement within such 270-day period. Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

4.2.3 Late Proposals

The City will not consider any late Proposals. Proposals and/or modification or withdrawal requests received after the time for submittal of Proposals will be returned to Proposer without consideration or evaluation.

4.3 Acceptance of Delivery by the City

The City will provide a receipt for Proposals that are timely delivered to the City as specified herein.

4.4 Costs Not Reimbursable

The cost of preparing the Proposal and any costs incurred at any time before final award and execution of the Agreement, including costs incurred for any interviews and costs associated with Post-Selection Deliverables, are borne by Proposer.

SECTION 5 EVALUATION AND POST-SELECTION PROCESS

The City's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all applicable legal requirements governing this procurement.

The Proposal evaluation process will include responsiveness and qualitative evaluation of the Technical Proposal, Financial Proposal and a best value determination. The City anticipates utilizing one or more committees to review and evaluate the responses and to make recommendations to the City Council based on such analysis. During the deliberations the City may issue one or more requests for written clarification to individual Proposers. The City may also schedule interviews with one or more Proposers on a one-on-one basis, for the purpose of enhancing and/or clarifying the City's understanding of the response. The process may include a request for Proposal Revisions, and may include a negotiations phase with the selected Proposer(s). The steps in the process and evaluation criteria are set forth below. The evaluation and selection process is subject to modification by the City, in its sole discretion.

The City may at any time request additional information or clarification from the Proposer or may request the Proposer to verify or certify certain aspects of its response. The scope, length and topics to be addressed shall be prescribed by and subject to the discretion of the City. At the conclusion of this process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. Upon receipt of requested clarifications and additional information as described above, if any, the response will be re-evaluated to factor in the clarifications and additional information.

Evaluations and rankings of the responses are subject to the sole discretion of the City, City staff and such professional and other advisors the City may designate. The City will make the final determinations in its sole discretion and in the best interests of the City.

5.1 Technical Proposals / Project Development Plan

Technical Proposals will be evaluated based on the following general responsiveness criteria:

1. The business form of Proposer, the proposed Developer and any entities that will have joint and several liability under the Agreement or will provide a guaranty (including any joint venture agreement, partnership agreement, operating agreement, articles of incorporation, bylaws or equivalent documents) consistent with the requirements of the Project and Agreement.
2. Proposer has provided M/W/EBE certifications in accordance with the requirements of Exhibit A.
3. Proposer information, certifications, signed statements and documents as listed in Exhibit A, are included in the Proposal and do not identify any material adverse information.
4. The Proposal provides for Substantial Completion within 730 calendar days from Notice to Proceed.
5. Technical Proposal meets all applicable RFP requirements.

5.1.1 Project Development Plan Evaluation Factors

The evaluation factors for the Project Development Plan, which are presented in no particular order of importance, are as follows:

1. Design Solutions;
2. Project Management Plan; and
3. Quality Management Plan

5.1.1.1 Design Solutions

Objectives: Innovative design, construction and operating solutions that effectively respond to and address the Project's requirements, including the following:

1. The need to minimize community, user and program impacts and disruption;
2. The need to provide high quality and enhanced recreational services to Evanston and the surrounding communities;
3. The requirement to plan and coordinate the design and construction activities;
4. The environmental and community sensitivities and commitments;

5. The requirement for high quality design principals, materials, equipment and aesthetics;
6. The requirement for LEED Commissioning;
7. Construction staging and sequencing;
8. Utility coordination and requirements;
9. Operating and Capital Maintenance Plan;
10. Life Cycle Costs as identified in the RFP's appendices;
11. Preliminary Project Schedule;
12. Permit coordination and strategy; and
13. Traffic impacts and analysis.

5.1.1.2 Project Management Plan

Objective: An organization that is designed with clear lines of responsibility, quality Key Personnel and well-defined roles that respond to the Project and the City that includes the following:

1. Integrated specialty subcontractors and subconsultants;
2. Partnering throughout the project;
3. Quality through a well-defined and executed quality plan for design, construction and operations of the project;
4. A disciplined strategy for design, design quality and design review, safety, risk management, public involvement, and securing of third-party approvals;
5. A comprehensive strategy for construction management, logistics, access, construction sequencing, minimizing public disruptions, safety, subcontracting, M/W/EBE and LEP compliance;
6. An operating and capital maintenance plan that provides:
 - a. A well-maintained Project in compliance with the Agreement;
 - b. Efficient and safe responses to the capital maintenance needs of the Project;
 - c. Effective interfacing, communication and coordination with separate contractors, Stakeholders and other third parties;

- d. Efficient transition activities from Developer to the City upon completion of operations obligations;
7. General Project Management;
8. Risk Management;
9. Construction and Site Management during Construction;
10. Schedule and Cost Control Management;
11. Public Information and Communications;
12. Environmental Management;
13. Design Management;
14. Operations Management during Operating Period;

5.1.1.3 Quality Management Plan

Objective: To provide a Quality Management Plan that integrates the City into the quality management system and enables the City to monitor, audit, and measure Developer's performance in the management of design, construction, financing and operations of the Project.

5.2 Financial Proposals

Financial Proposals will be evaluated based on the following criteria:

1. Proposer's financial condition and capabilities cannot have materially adversely changed from its financial condition and capabilities as evidenced by the financial data submitted in the RFQ response, such that Proposer continues to have the financial capacity to design, build, finance and operate a project of the nature and scope of the Project. Factors that will be considered in evaluating Proposer's financial capacity include the following:
 - a. Profitability
 - b. Capital structure
 - c. Ability to service existing debt
 - d. Other commitments and contingencies

If the City determines that a Proposer is undercapitalized, it will offer Proposer the opportunity to meet the financial requirements through one or more guarantors acceptable to the City.

2. Proposer's Design/Build Price (Form I), compliant with the requirements of Exhibit B.
3. Proposer's Operations Expenses (Form J), compliant with the requirements of Exhibit B.
4. Proposer's User Fee Structure compliant with the requirements of Exhibit B.
5. Proposer's response to the financing options outlined in Section 2 of the RFP.

5.3 City Right to Exclude Proposals from Consideration or to Waive Mistakes

Those Proposals not responsive to the RFP may be excluded from further consideration, and Proposer will be so advised. The City may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation. The City may waive minor informalities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the Proposals.

5.4 Requests for Clarification

The City may at any time issue one or more requests for clarification to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Proposers must respond to any such requests within two business days (or such other time as is specified by the City) from receipt of the request. The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of the City.

Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information.

5.5 Requests for Proposal Revisions

The City may, at any time after receipt of Proposals and before final award and execution of the Agreement, determine that it is appropriate to request changes to the Proposals ("Proposal Revisions"). The City may request Proposal Revisions with or without discussions. The request for Proposal Revisions will identify any revisions to the RFP and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, the term "Proposal," as used in the RFP, shall mean the original Proposal, as modified by the Proposal Revision.

Upon receipt of Proposal Revisions, the evaluation committee will re-evaluate the Proposals as revised, and will revise ratings and value estimates as appropriate following the process described above.

5.6 Recommendation to City Council

Once the evaluation committee determined assigned rankings to the Proposals, the City will present a recommendation to the City Council regarding the rankings of Proposers and designation of the best value. The City Council will evaluate the recommendations and will determine whether to proceed with award of a Agreement to the apparent best value Proposer or take any other action. Award of the Agreement would be conditioned upon (a) successful completion of negotiations, (b) receipt by the City of all of the documents required to be provided before execution of the Agreement, (c) execution of the Agreement by the City Manager and (d) any other conditions required by the City Council. The City Council's decision regarding award of the Agreement is final.

5.7 Finalization of the Agreement; Post-Selection Process

5.7.1 Negotiation of Agreement

If authorized by the City Council, the City will proceed with the apparent best value Proposer to finalize the Agreement. The City may agree to negotiate various aspects of the Agreement with the apparent best value Proposer, including incorporation of unsuccessful Proposers' work product; however, any decision to commence negotiations regarding the terms of the Agreement is at the City's sole discretion. By submitting its Proposal, each Proposer commits to enter into the form of the Agreement included in the RFP, without negotiation or variation, except to fill in blanks and include information that the form of the Agreement indicates is required from the Proposal. If an Agreement satisfactory to the City cannot be negotiated with the best value Proposer, the City will formally end negotiations with that Proposer and take action consistent with the direction provided by the City Council. Such action may include (a) rejection of all Proposals, (b) issuance of a request for Proposal Revisions to Proposers, or (c) proceeding to the next most highly ranked Proposal to attempt to negotiate an Agreement with that Proposer in accordance with this Section.

In the event the City elects to commence negotiations with a Proposer, such Proposer will be deemed to have failed to engage in good faith negotiations with the City if Proposer fails to attend and actively participate in reasonably scheduled negotiation meetings with the City or insists upon terms or conditions for any documents to be negotiated or provided by Developer hereunder that are inconsistent with the Agreement.

5.8 Post-Selection Deliverables

5.8.1 Documents to be submitted following Conditional Award

The successful Proposer must deliver the following to the City within ten business days after notification of award:

1. Evidence of authority to transact business in the State of Illinois for all members of Proposer's team that will transact business in the State, dated no earlier than 30 days before the Proposal Due Date. Depending on the form of organization, such evidence may be in the form of (i) a Certificate of Authority to transact business in Illinois along with a Certificate of Good Standing from the state of organization of the member; (ii) a Certificate of Good Standing from the Illinois Comptroller; or (iii) other evidence acceptable to the City.
2. A copy of the final organizational documents for Developer and, if Developer is a limited liability company, partnership or joint venture, final organizational documents for each member or partner of Developer. The final form of the organizational documents may not differ materially from the draft organizational documents included with the Proposal.

5.8.2 City Comments on Post-Selection Deliverables

The City should provide comments on any Post-Selection Deliverables required to be delivered to the City hereunder within ten business days of the date of the City's receipt of such deliverable. The City will endeavor to review and respond to subsequent submittals of the deliverable within five business days after receipt.

SECTION 6 FINAL AWARD AND EXECUTION; POST-EXECUTION ACTIONS

6.1 Final Award, Execution and Delivery of Agreement

Upon the successful completion of negotiations, finalization of the Agreement and satisfaction of all conditions to award specified in this RFP, the City will deliver four sets of execution copies of the Agreement to the selected Proposer, along with a number of sets of execution copies as reasonably requested by Proposer. The selected Proposer will obtain all required signatures and deliver all of the execution sets to the City within seven business days of receipt, together with the required documents described in Section 6.1.1. If Developer is a joint venture or a partnership, the Agreement must be executed by all joint venture members or general partners, as applicable. Within 15 business days of the City's receipt of all required and compliant documents from Proposer, the City will execute the agreements, retain four sets of the agreements and deliver the other executed sets to Proposer. Final award is deemed to have occurred upon delivery of the fully executed sets to Proposer.

6.1.1 Documents to be delivered by Proposer with Executed Agreement

Proposer will deliver the documents listed below to the City concurrently with the executed Agreement as a condition to execution of the Agreement by the City. On or before the date

that the City delivers the execution sets of the Agreement to Proposer, the City will notify Proposer regarding the number of originals and copies required to be delivered.

1. For each Proposer, its general partners and its joint venture members and each other Major Participant, (i) a Certificate of Authority to transact business in Illinois along with a Certificate of Good Standing from the state of its organization; or (ii) a Certificate of Good Standing from the Illinois Comptroller in form and substance acceptable to the City. If such documents are not available due to the form of organization of the entity, Proposer shall provide appropriate documents evidencing its ability to transact business in the State of Illinois;
2. For entities formed after submission of the Proposal, a copy of the entity's final organizational documents. The final form of the organizational documents may not differ materially from the draft organizational documents included with the Proposal;
3. If security for Proposer's obligations under the Agreement is required by the City, Proposer must submit one or more guarantees from guarantor(s) acceptable to the City, in its sole discretion;
4. Evidence of approval of the final form, and of due authorization, execution, delivery and performance, of the Agreement by Developer and, if Developer is a joint venture, by its joint venture members. Such evidence must be in a form and substance satisfactory to the City. If Developer is a corporation, such evidence must be in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Developer is a partnership, such evidence will be in the form of a resolution signed by the general partners and appropriate evidence of authorization for each of the general partners, in each case, certified by an appropriate officer of the general partner. If Developer is a limited liability company, such evidence shall be in the form of: (i) a resolution of the governing body of the limited liability company, certified by an appropriate officer of the company, (ii) a managing member(s) resolution, certified by an appropriate officer of the managing member(s), or (iii) if there is no managing member, a resolution from each member, certified by an appropriate officer of such member. If Developer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member;
5. A written opinion from counsel for Developer, which counsel is approved by the City (which may be in-house or outside counsel, provided that the organization/authorization/execution opinion is provided by an attorney licensed in the State of the formation/organization of the entity for which the opinion is rendered e.g., Developer or joint venture member, and the qualification to do business in Illinois and the enforceability opinion is provided by an attorney licensed in the State of Illinois), in substantially the form attached hereto as Form M (with such changes as agreed to by the City in its sole discretion);
6. Evidence of insurance required to be provided by Developer under the Agreement;

7. Evidence that Developer and its Major Participants hold all licenses required for performance of the work under the Agreement;
8. City approved M/W/EBE Plan in accordance with the requirements of Section 1.7;
9. A letter from a licensed Surety, rated at least A-VII or better by A.M. Best and Company, signed by an authorized representative as evidenced by a current certified power of attorney, committing to provide a Performance Bond and Payment Bond, each in an amount equal to 100% of the total construction value of the project and a 10% Retainage Bond to the Agreement. If multiple Surety letters are provided, the Proposal must identify which Surety will be the lead Surety. The commitment letter may include no conditions, qualifications or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the Agreement and issuance of Notice to Proceed; provided, however, that the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the Agreement, but excluding any changes or information reflected in the Proposal, such as Proposer commitments;
10. A LEP Plan as described in the Agreement; and
11. Any other requirements identified by the City during pre-award negotiations

6.2 Debriefings

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers not selected for award may request a debriefing. Debriefings must be provided at the earliest feasible time after execution of the Agreement.

Debriefings will:

1. Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of a competing Proposal;
2. Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and
3. Provide information on areas in which the unsuccessful Proposer's Technical Proposal had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of the evaluation committee, but may include a summary of the rationale for the selection decision and Agreement award.

SECTION 7 PROTEST PROCEDURES

7.1 General

Any actual or prospective bidder, proposer, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing and Contracts Manager. The protest must 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 bidder/proposer must submit any protests or claims regarding this solicitation to the office of the Purchasing Manager. 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, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a contractor against the City relating to a contract must be submitted in writing to the Purchasing Manager. The City will 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 that Purchasing Manager take. Statements must be sworn and submitted under penalty of perjury.

7.2 Authority to Resolve Protests and Contract Claims

Protests: The Purchasing Manager has the authority to consider and resolve a protest of an aggrieved bidder, proposer, or contractor, actual or prospective, concerning the solicitation or award of a contract. The City will issue a written decision and that decision is final.

Contract Claims: The Purchasing Manager, after consulting with the City Attorney, has 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 indemnifies 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, is deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

SECTION 8 CITY RESERVED RIGHTS

In connection with this procurement, the City reserves to itself all rights (which rights shall be exercisable by the City in its sole discretion) available to it under the law, including without limitations, with or without cause and with or without notice the right to:

1. Develop the Project in any manner that it, in its sole discretion, deems necessary. If the City is unable to negotiate a Agreement to its satisfaction with a Proposer, it may negotiate with the next highest rated Proposer, terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the law as it deems appropriate;
2. Cancel this RFP in whole or in part at any time before the execution by the City of a Agreement without incurring any cost obligations or liabilities;
3. Issue a new RFP after withdrawal of this RFP;
4. Reject any and all submittals and responses received at any time;
5. Modify all dates set or projected in this RFP;
6. Terminate evaluations of responses received at any time;
7. Suspend and terminate Agreement negotiations at any time, elect not to commence Agreement negotiations with any responding Proposer and engage in negotiations with other than the highest ranked Proposer;
8. Issue addenda, supplements and modifications to this RFP;
9. Appoint evaluation committees to review responses, make recommendations to the City Council and seek the assistance of outside technical experts and consultants in RFP evaluation;
10. Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its submittal and require additional evidence of qualifications to perform the work described in this RFP;
11. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP;
12. Add or delete Proposer responsibilities from the information contained in this RFP;
13. Negotiate with a Proposer without being bound by any provision in its proposal;

14. Waive deficiencies in a response, accept and review a non-conforming response or permit clarifications or supplements to a response;
15. Disqualify any Proposer that changes its submittal without City approval;
16. Not issue a notice to proceed after execution of the Agreement; and
17. Exercise any other right reserved or afforded to the City under this RFP.

This RFP does not commit the City to enter into a contract or proceed with the procurement described herein. The City assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response and/or responding to this RFP. All such costs are borne solely by each Proposer.

In no event is the City be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a Agreement, in form and substance satisfactory to the City, has been executed and authorized by the City Council and then only to the extent set forth therein.

**Business of the City by Motion: 2012 Water Main Replacement & Street Resurfacing Program
For Action**



Memorandum

To: Honorable Mayor and Members of the City Council
Members of the Administration & Public Works Committee

From: Suzette Robinson, Director of Public Works
Dave Stoneback, Director of Utilities
Paul Schneider, P.E., City Engineer
Sat Nagar, P.E., Senior Engineer, Engineering & Transportation

Subject: 2012 Water Main Replacement & Street Resurfacing Program

Date: October 6, 2011

Recommended Action:

Staff recommends City Council approval of the proposed list of projects to be included in the 2012 Water Main Replacement and Street Resurfacing Program, subject to final approval of the FY2012 Capital Improvements Plan (CIP). In addition, staff recommends the development of a new 5-Year Street Improvement Plan (FY2013-FY2017) to be completed in 2012.

Funding Source:

FY2012 proposed funding will be provided subject to prioritization of the CIP during the upcoming Budget process. Proposed funds may be provided by the Water Fund (\$3.1m), Motor Fuel Tax Fund (\$1.4m), Capital Improvement Fund (\$900,000), and TIF Funds (Water Main - \$430,000 & Street Resurfacing - \$795,000). Proposed funding for the street evaluation will be provided by the Capitol Improvement Fund (\$200,000).

Summary:

The 5-Year (FY2007-FY2011) Street Improvement Plan was passed by the City Council on August 14, 2006. The list is reviewed annually by staff to determine if modifications are necessary. The revised program is then brought to the City Council for approval. Once the annual list is approved by the City Council, Engineering staff initiates the topographic survey of the streets. After the base drawings are prepared the design of water main replacement, necessary sewer repair and street resurfacing construction plans are prepared in-house. The necessary coordination with Nicor, ComEd, Comcast, AT&T and other utilities are also initiated at the same time. The plans are also submitted to the Illinois Environmental Protection Agency (IEPA), Metropolitan Water

Reclamation District (MWRD) and the Illinois Department of Transportation (IDOT) to obtain the necessary permits/approvals. We recommend evaluating the streets next year to develop the next five-year (FY 2013- FY 2017) Street Resurfacing Program.

Beginning in spring each year, City staff reviews the projects included in the 5-Year Street Improvement Plan and recommends program modifications to the City Council for the following year based on:

- Carryover projects from the previous year
- Water Main replacement projects proposed by the Utility Department
- Comparative roadway conditions (since streets degrade at varying rates)
- Potential conflicts with other street, utility or development projects
- Funding availability
- Physical inspections

Staff has completed its review and the attached list contains the proposed streets for water main replacement and street resurfacing in 2012. As a result staff developed the attached list of projects and recommends approval. Once the annual list is approved by the City Council, Engineering staff initiates the in-house design of the street resurfacing and Water Main Replacement Program so that projects are ready for bid in February and March, when bid pricing is most competitive.

2012 Public Works Street Improvement Program

The following streets are carryover projects from the 2008, 2009, 2010 & 2011 Program.

Ewing Avenue	Grant Street to Colfax Street
Greenwood Street	Maple Avenue to Sherman Avenue
Hinman Avenue	Greenleaf Street to Dempster Street
Madison Street	Ridge Avenue to Custer Avenue
Sheridan Place	Sheridan Road to Sheridan Road
Dodge Avenue	Emerson Street to Simpson Street
Church Street	Ridge Avenue to Benson Avenue

The following streets have been coordinated with Utility Department for Water Main Replacement in 2012:

Ashland Avenue	Lincoln Street to Central Street
Bradley Place	Fowler Avenue to Pitner Avenue
Isabella Street	Lawndale Avenue to Central Park Avenue
Lyons Street	Darrow Avenue to East Dead End
Main Street	Maple Avenue to Sherman Avenue
McDaniel Avenue	Lee Street to Dead End North of Crain Street
Nathaniel Place	McDaniel Avenue to Pitner Avenue
Pitner Avenue	Main Street to Nathaniel Place
Prospect Avenue	Grant Street to Colfax Street
Greenleaf Street	Grey Avenue to Dodge Avenue

The following Street Resurfacing and Water Main Replacement Projects are funded by TIF Funds.

Church Street	Dodge Avenue to Ashland Avenue
Church Street	Benson Avenue to Chicago Avenue
Greenleaf Street	Grey Avenue to Dodge Avenue
Howard Street	Custer Avenue to Chicago Avenue

The limits of some of the 2012 streets have been modified and a few streets have been included based on comparative condition which is presented in the attached table.

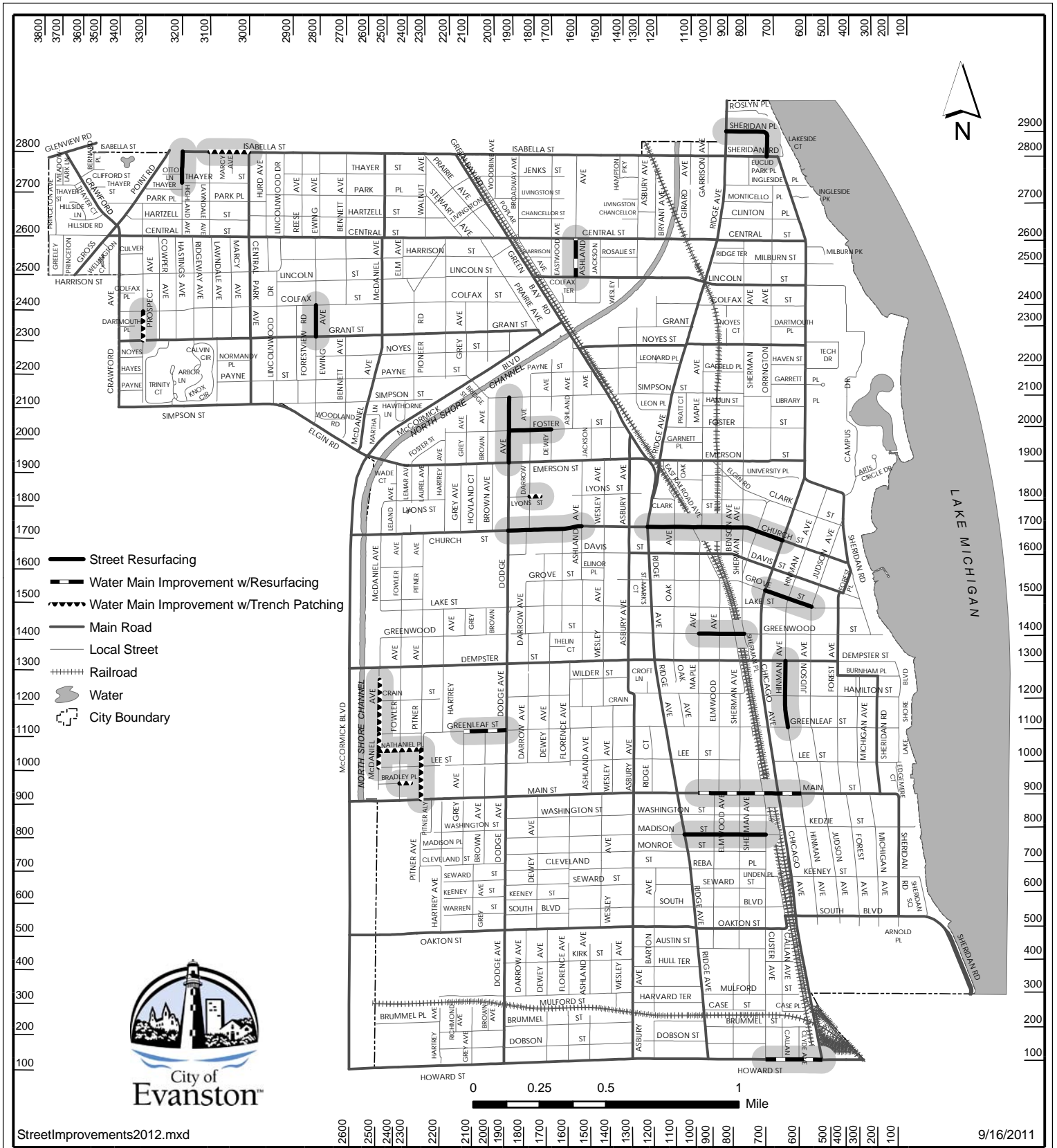
Attachments:

2012 Street Improvement List
Map

2012 STREET IMPROVEMENT PROGRAM

STREET	FROM	TO	LENGTH (FT)	TYPE	WARD	REMARKS
MFT PROGRAM						
Ashland Avenue	Lincoln Street	Central Street	770	Wm / Res	7	Water Main/Resurfacing
Ewing Avenue	** Grant Street	Colfax Street	630	Res	6	
Foster Street	Dodge Avenue	Dewey Avenue	840	Res	5	
Greenwood Street	** Maple Avenue	Sherman Place	720	Res	4	
Grove Street	Chicago Avenue	Judson Avenue	1,000	Res	1	
Hinman Avenue	** Greenleaf Street	Dempster Street	1,340	Res	3	
Madison Street	** Ridge Avenue	Custer Avenue	1,614	Res	9	
Sheridan Place	** Sheridan Road	Sheridan Road	1,267	Res	7	
Highland Avenue	Thayer Street	Isabella Street	620	Res	6	
** CARRYOVERS FROM 2008, 2010 AND 2011 PLANS			8,801			
CIP PROGRAM						
Bradley Place	Fowler Avenue	Pitner Avenue	410	WM	2	*Restoration: Trench Patching Only
Church Street	Ridge Avenue	Benson Avenue	1,490	Res	1 / 2 / 4	Funding - 60% CIP Funds and 40% West Evanston TIF Funds
Dodge Avenue	** Emerson Street	Simpson Street	1,310	Res	5	
Greenleaf Street	Grey Avenue	Dodge Avenue	780	WM / Res	2	Water Main Replacement
Isabella Street	Lawndale Avenue	Central Park Avenue	780	WM	6	*Restoration: Trench Patching Only
Lyons Street	Darrow Avenue	Dead End East of Darrow Avenue	215	WM	2 / 5	*Restoration: Trench Patching Only
Main Street	Maple Avenue	Hinman Avenue	2,040	WM/Res	3 / 4 / 9	Water Main/Resurfacing
McDaniel Avenue	Greenleaf Street	Dead end North of Crain Street	1,060	WM	2	*Restoration: Trench Patching Only
McDaniel Avenue	Lee Street	Greenleaf Street	700	WM	2	*Restoration: Trench Patching Only
Nathaniel Place	McDaniel Avenue	Pitner Avenue	850	WM	2	*Restoration: Trench Patching Only
Pitner Avenue	Main Street	Nathaniel Place	1,025	WM	2	*Restoration: Trench Patching Only
Prospect Avenue	Grant Street	Colfax Street	580	WM	6	*Restoration: Trench Patching Only
			11,240			
TIF PROGRAM						
Church Street	Dodge Avenue	Ashland Avenue	1,480	Res	2 / 5	West Evanston TIF
Church Street	Benson Avenue	Chicago Avenue	1,280	Res	1	Washington TIF
Greenleaf Street	Grey Avenue	Dodge Avenue	780	Res	2	Street Resurfacing - West Evanston TIF
Howard Street	Custer Avenue	Chicago Avenue	1,125	WM / Res	8	Water Main/Resurfacing One Lane Only - Howard Street TIF
			4,665			
Grand Total:			24,706			

Proposed 2012 Street Improvement Program



This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.



Memorandum

To: Honorable Mayor and Members of the City Council
Members of the Administration and Public Works Committee

From: Suzette Robinson, Director of Public Works
Paul Schneider, City Engineer
Rajeev Dahal, Senior Traffic Engineer

Subject: Potential Bus Shelter Locations - Citywide
Creative Outdoor Advertising of America (COA), Inc.

Date: October 6, 2011

Recommended Action:

Staff will present potential locations for Creative Outdoor Advertising of America (COA) Inc., to proceed to install bus shelters where feasible for City Council review and approval.

Summary:

A 10 year contract with COA was approved by the City Council on September 27, 2010. The potential bus shelter locations were presented and discussed during the Administrative & Public Works Committee meeting on March 14, 2011. Based on the discussion and the expressed desire to see a sample bus shelter, staff has worked with COA and Alderman Holmes to install a pilot bus shelter at the intersection of Emerson and Dewey. COA will install the bus shelters at their own cost and reimburse the City either 10% of the advertising net revenues or \$250 for each installed bus shelter per year, whichever is higher.

COA has reviewed some of the potential locations and has proposed the installation of shelters at eighteen locations in the first phase. Eighteen more shelters are planned for the second phase but need detailed review and easements agreements where needed. All thirty six shelters are scheduled to be installed in 2012, starting in the spring. Subsequent to the JULIE utility locates; where ADA, right-of-way, tree impacts and other obstructions are not issues, COA will install the bus shelters, maintain them, and seek local business advertisement on them.



Memorandum

To: Honorable Mayor and Members of the City Council
Members of the Administration & Public Works Committee

From: Suzette Robinson, Director of Public Works
Paul Schneider, P.E., City Engineer
Sat Nagar, P.E., Senior Engineer, Division of Transportation

Subject: TIGER III Grant Application
Church Street from Lawler Ave. (Skokie) to Chicago Ave. (Evanston) and
Dodge Avenue from Dempster St. to Lyons St.

Date: October 14, 2011

Recommended Action:

Staff recommends authorization for the City Manager to apply for a TIGER III Discretionary Grant to fund the construction of the West Evanston Plan on Church Street (NS Channel to Chicago) and Dodge Avenue (Dempster to Lyons). The project will include bicycle accommodations on Church Street from Lawler Avenue (Skokie) to Chicago Avenue (Evanston). The project will also include the modernization and interconnection of seven (7) Dodge Avenue traffic signals from Mulford St. to Church St.

Funding Source:

The total cost of funding this project is estimated to be \$16,300,000 of which \$11,720,000 would be funded with TIGER III Grant funds. The remaining \$4,580,000 would be funded by the City of Evanston.

Phase I Environ. Engineering (2012)	\$ 825,000 (\$650k GO/\$200k TIF)
Phase II Design Engineering (2012)	\$ 825,000 (GO Bond)
Phase III Construction Engineering (2013/14)	\$ 280,000 (GO Bond)
Participating Construction (2014/15)	<u>\$ 2,650,000 (\$1,270k GO/\$1,380k TIF)</u>
	\$ 4,580,000 (Local Share)

The local share of the project is not currently a part of the City's Capital Improvement Plan (CIP). Should the City be awarded the grant, either the CIP roadway program would have to be revised or additional bonding would be required in order to raise the necessary funds to proceed.

Summary:

In 2005, the City Council established the West Evanston TIF district. Its purpose is to address disinvestment and economic stagnation in the commercial district at the Church/Dodge intersection and in adjacent industrial areas along the now-abandoned Mayfair railroad spur line. To accomplish this objective the City initiated a master planning process and adopted the West Evanston Master Plan on May 14, 2007. The plan emphasizes fostering new economic development, increasing the walkability of the neighborhoods, and maintaining the green character of the community.

This plan is intended to transform the entire streetscape of the Dodge Avenue and Church Street corridors, by integrating economic development, affordable housing, greater sustainability and safer transportation access. This project will create a framework that the region will recognize as a model for future street development. It will also compliment Evanston's NSP2 grant program.

The proposed project calls for the reconstruction of Church Street (NS Channel to Chicago) and Dodge Avenue (Dempster to Lyons). The project will include bicycle accommodations on Church Street from Lawler Avenue (Skokie) to Chicago Avenue (Evanston). The path will incorporate the current best practices for both off-street and on-street bicycle facilities. Once constructed, this section will complete the eastern portion of the regional Golf Road bicycle corridor. Sustainability will be a key feature of this project. Evanston will address this project element with a comprehensive sustainable streetscape design that will use several environmentally friendly techniques not typical in streetscape designs. The plans incorporate sustainable design elements such as rain gardens, alternative paving options (including recycled pavement) and may incorporate bioswale technology to treat and filter storm water prior to being released into the storm sewer system. Additionally, the city will focus on improved bus stops and place pedestrian mobility at a premium with new accessible sidewalks and improved crosswalks. The "Complete Streets" approach will provide landscaped buffers while preserving existing & adding new open spaces that are important to the community.

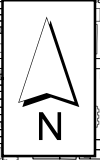
Attachments:

Location Map

Regional Map

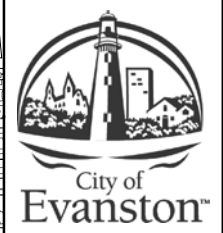
SAMPLE Local Agency Agreement

Church Street & Dodge Avenue Project Area



	Traffic Light
	Building Footprint
	Tax Parcel
	Project Area
	Water

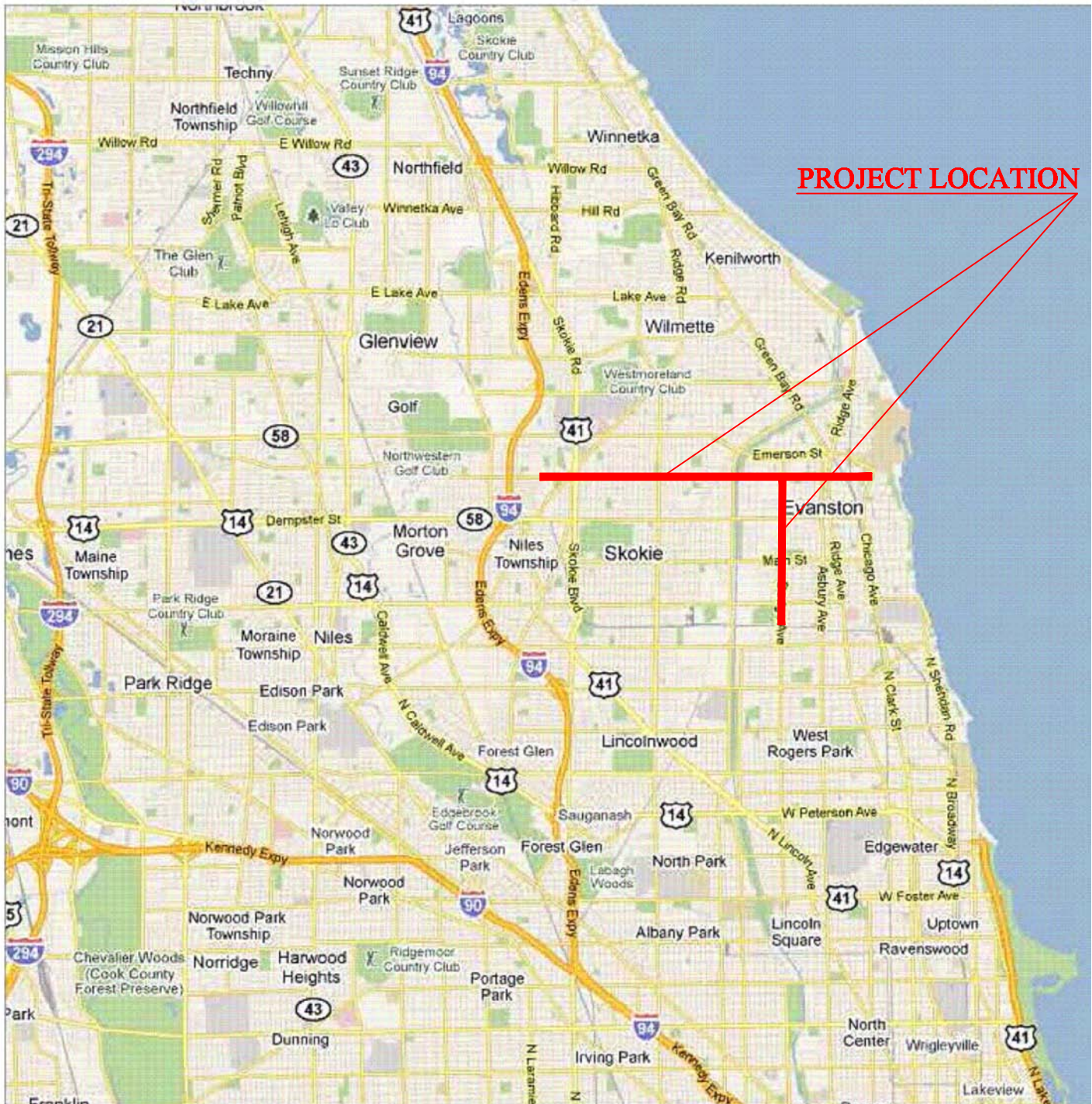
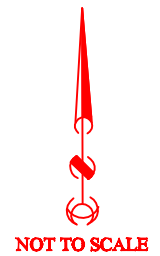
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ChurchDodgeProjectArea.mxd -- 10/07/2011

PROJECT REGIONAL MAP
Church Street: Lawler Ave.(Skokie) to Chicago Ave.(Evanston)
And
Dodge Avenue: Mulford St. to Church St.(Evanston)
Project Area

(TYPE: ARTERIAL STREET)



CHURCH ST. LENGTH =20,064 FEET (3.80 MILES)
DODGE AVE. LENGTH =9,504 FEET (1.80 MILES)

PROJECT WIDTH = VARIES (28' - 48')



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency City of Evanston	State Contract X	Day Labor	Local Contract	RR Force Account
Section	Fund Type TIGER III/IDOT FY13	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Church Street/Dodge Avenue Route FAU 1313/2840 Length 3.80/1.80 Miles
 Termini Church Street: Lawler Avenue to Chicago Ave. / Dodge Avenue: Mulford St. to Lyons St.

Current Jurisdiction Church Street (Local/IDOT/CCHD)/ Dodge Avenue (Local Agency) Existing Structure No N/A

Project Description

Construction and Engineering for the reconstruction of Church Street (McDaniel Ave. to Ashland Ave.) and Dodge Avenue (Main St. to Lyons St.) consisting of full roadway reconstruction, curb and gutter construction, storm sewer and drainage, traffic signal installation, and pavement markings.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Phase I Engineering		()		()	825,000	(100)	825,000
Phase II Engineering		()		()	825,000	(100)	825,000
Participating Construction	10,600,000	(80*)		()	2,650,000	(BAL)	13,250,000
Non-Participating Construction		()		()		()	
Construction Engineering	1,120,000	(80*)		()	280,000	(BAL)	1,400,000
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 11,720,000		\$		\$ 4,580,000		\$ 16,300,000

* TIGER III FEDERAL funds NTE \$10,600,000 to be used first.

(shortfall to be covered by the local agency in the event the federal allocation differs from this amount)

ETHS to pay Non-Participating Construction Costs

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The **LA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Elizabeth B. Tisdahl

Title Mayor
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

TIN Number 36-6005870

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation Date

By: _____
(Delegate's Signature)

(Delegate's Name – Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins, Chief Counsel Date

Ann L. Schneider, Director of Finance and Administration Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.