



## Memorandum

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

From: Martin Lyons, Assistant City Manager / CFO  
Lara Biggs, Bureau Chief – Capital Planning / City Engineer  
Stefanie Levine, Senior Project Manager

Subject: Robert Crown Community Center, Ice Complex and Library  
Approval of RFP for Construction Management Services

Date: September 25, 2017

### Recommended Action:

Staff recommends City Council approve the release of a Request for Proposal (RFP) for construction management services for the Robert Crown Community Center, Ice Complex and Library Project.

### Funding Source:

No Funding is required to release the RFP. Funding for Construction Management and construction costs will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund.

### Livability Benefits:

Built Environment: Enhance public spaces

Education Arts & Community: Incorporate art and cultural resources, Provide quality education from cradle to career

Health & Safety: Promote healthy, active lifestyles

### Background Information:

The City currently owns and operates the Robert Crown Ice Rink and Community Center (Crown Center) located at 1701 Main Street. Constructed in 1975, the Crown Center was designed by the Evanston-based architectural firm of O'Donnell Wicklund Pigozzi Architects (now Cannon Design) with Weisinger-Holland Ltd. Structural engineers; Klaucens & Associates, mechanical-plumbing-electrical engineers; and Charles R. Beltz & Company, ice skating rink and equipment consultants. The Crown Center contains one large ice skating arena with seating for approximately 1,100 spectators, a small studio-practice rink, one basketball-sized gymnasium, a nursery-child care room, and a variety of other program/multi-purpose rooms. In addition, the Crown Center contains an assortment of support spaces including locker rooms,

restrooms, a refreshment-food stand, reception area, skate rental, registration, ticket sales / program operations counter, storage rooms, offices, and equipment rooms.

After extensive building analysis, public discussion and program review over the past ten years, it has been determined that the Crown Center should be replaced with a new and larger facility, better designed to meet current community needs. Over the past seven months, staff and a consultant team have worked to prepare and refine a schematic design for the facility and site. Phase 1 Schematic design information is also on the September 25, 2017 agenda along with recommendation to move to Phase 2.

At this time, the project is ready to move forward with design development and construction document preparation. In order to ensure that the design receives early input from a qualified builder, staff recommends release of an RFP to hire a construction manager. Through this RFP, the City will initially execute a contract with the construction manager for preconstruction services only. Assuming the construction manager performs the preconstruction work to the City's satisfaction and provides construction bids within budget, the City can then elect to extend the contract and have the construction manager assume the role of the general contractor for construction. If the City determines at any time that the construction management proposals are unsatisfactory or that the construction manager's performance is unacceptable, the City can terminate the construction management process and proceed with a more traditional design, bid, build process.

The RFP's preconstruction services (Task 1) include estimating, scheduling, value engineering, construction feasibility and efficiency review, phasing and sequencing methodologies, construction document review and strategies for site logistics. The RFP's construction services (Task 2) include management of all aspects of the construction process, subcontractor selection, coordination and sequencing of work, site safety, on site supervision, management of project submittals and procurements, compliance with the City's M/W/EBE goal and LEP ordinance, construction close out activities and other related functions.

Recommendation:

Staff recommends release of the RFP for construction management services so that these important preconstruction services can be folded into the design work as soon as possible.

Legislative History:

Council approval of schematic design contract (Item A3.8, 01/23/2017)

Attachments:

Draft Construction Manager RFP

**CITY OF EVANSTON**

**REQUEST FOR PROPOSALS**

**NUMBER: 17-57**

**for**

**Robert Crown Community Center and Ice Complex  
Construction Management Services**

**October 5, 2017**



**PROPOSAL DEADLINE:** **2:00 P.M., November 7, 2017,**  
**Room 4200, Lorraine H. Morton Civic Center,**  
**2100 Ridge Avenue,**  
**Evanston, Illinois 60201**

**PRE-PROPOSAL MEETING:** **Non-mandatory**  
**1:00 P.M., October 12, 2017,**  
**Room 2404, Lorraine H. Morton Civic Center,**  
**2100 Ridge Avenue,**  
**Evanston, Illinois 60201**

**SEALED RESPONSES TO BE RETURNED TO:**

**CITY OF EVANSTON  
PURCHASING DIVISION, ROOM 4200  
LORRAINE H. MORTON CIVIC CENTER  
2100 RIDGE AVENUE  
EVANSTON, ILLINOIS 60201  
PHONE (847)866-2935 \* FAX (847)448-8128**

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**CITY OF EVANSTON  
NOTICE TO PROPOSERS**

Sealed proposals will be received by the Purchasing Office in Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. local time on November 7, 2017. Proposals shall cover the following:

**Robert Crown Community Center and Ice Complex  
Construction Management Services  
RFP Number: 17-57**

The City of Evanston's Public Works Agency is requesting proposals for construction management at-risk services for the construction of a new community center, library and ice complex in Evanston, Illinois.

There will be a non-mandatory pre-proposal meeting October 12, 2017 at 1:00 p.m. in Room 2404 of the Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, IL 60201. All firms intending to submit a proposal for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project.

The above item shall conform to the RFP on file in the Purchasing Office. The document, including all necessary plans and specifications, will be available in the Purchasing Office on October 5, 2017. Parties interested in submitting a response should contact the Purchasing Office to receive a copy of the RFP or see the City's website at: [www.cityofevanston.org/business/bids-proposals/](http://www.cityofevanston.org/business/bids-proposals/) or Demandstar at: [www.demandstar.com](http://www.demandstar.com).

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The State of Illinois requires under Public Works contracts that the general rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

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

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

Jillian Ostman  
Purchasing Specialist

**CITY OF EVANSTON**  
**Request for Proposals**

**1.0 INTRODUCTION**

1.1 Background Information

The City of Evanston is a general purpose municipal government located in Cook County, Illinois. It is a home rule unit, as defined in the 1970 Illinois Constitution, and operates under the Council/Manager form of government to provide for the health, safety and welfare of Evanston residents. A mayor, elected city-wide, and nine alderman elected by Ward, comprise the City Council. There are ten operating departments that provide a full array of services. The City has approximately 74,000 residents and a land area that covers 7.3 square miles.

The southern boundary of the City of Evanston borders the City of Chicago and is twelve miles north of downtown Chicago. The City is home to Northwestern University and Garrett Theological Seminary. In addition, the City is the home of two major teaching hospitals, Presence Saint Francis Hospital and North Shore University Health System Evanston Hospital, many corporations, service institutions, large national retailers and small entrepreneurial businesses.

The City currently owns and operates the Robert Crown Ice Rink and Community Center (Crown Center) located at 1701 Main Street. Constructed in 1975, the Crown Center was designed by the Evanston-based architectural firm of O'Donnell Wicklund Pigozzi Architects (now Cannon Design) with Weisinger-Holland Ltd. Structural engineers; Klaucens & Associates, mechanical-plumbing-electrical engineers; and Charles R. Beltz & Company, ice skating rink and equipment consultants.

The facility is a 61,000 square foot, one-story, masonry building. As one of the major recreational facilities in the community the Crown Center contains one large ice skating arena with seating for approximately 1,100 spectators, a small studio-practice rink, one basketball-sized gymnasium, a nursery-child care room, and a variety of other program/multi-purpose rooms. In addition, the Crown Center contains an assortment of support spaces including locker rooms, restrooms, a refreshment-food stand, reception area, skate rental, registration, ticket sales/program operations counter, storage rooms, offices, and equipment rooms.

After extensive building analysis, public discussion and program review over the past ten years, it has been determined that the Crown Center should be replaced with a new and larger facility, better designed to meet current community needs. Working with the architectural firms of Woodhouse Tinucci Architects (located in Chicago, Illinois) and MacLennan Jaunkalns Miller Architects (located in Toronto, Ontario), a schematic design for the new facility and park site was developed during the spring and summer of 2017. As design work moves into more detailed development, the City is now seeking the services of a construction management firm to assist with constructability review, cost estimating, and construction of the new facility and site. Upon successful completion of preconstruction

services, it is anticipated that the construction manager will ultimately assume the duties of a general contractor to construct the project.

## 1.2 Anticipated Program

The selected Construction Manager (CM) shall provide a wide array of professional and construction services directly to the City for this project. In general, work shall include constructability review, cost estimating, and construction services. All work shall be in compliance with current code requirements. The selected construction manager shall prepare all documents in the formats required by the City and shall adhere to all City deadlines so as not to impact the project schedule. The following building and site program elements are anticipated but are subject to further discussion and adjustment based on work performed during Task 1 below including examination of phased project implementation. Additional detail regarding the program and schematic design are provided as an attachment to this document. Both the attachment and the list of items below are goals for the project and the CM shall be tasked in evaluating these goals within the overall budget set by the City and Library:

### 1. Site Layout

- a. The new facility shall be situated in Crown Park just northeast of the intersection of Dodge Avenue and Main Street and the existing Robert Crown Center shall be demolished. This location will provide the new facility with more prominence as well as allow for continued operation of the existing Crown Center during the construction process.
- b. The new surface parking lot shall be situated directly east of the new facility along the southern edge of the park.
- c. The new exterior athletic fields shall be situated on the eastern half of Crown Park.

### 2. Ice Rinks (two rinks shall be constructed)

- a. Sheet one shall be NHL regulation size (85' x 200') with seating for approximately 1050 spectators.
- b. Sheet two shall be NHL regulation size (85' x 200') with seating for approximately 170 spectators.
- c. The ice rinks shall be served by 10 locker rooms (5 for each rink). Locker rooms shall be equipped with lockers, changing areas, benches, showers and toilet facilities. Two of the locker rooms shall be designed as "premium" spaces and include additional attached storage areas.
- d. Each ice sheet shall include a separate room for use by referees/judges.
- e. Each ice sheet shall include electronic scoreboards at each end of each rink.
- f. Each ice sheet shall be provided with technologically advanced A/V equipment capable of providing high quality sound, recording, televising and lighting for a wide variety of user needs.
- g. Each ice sheet shall include ample storage for materials and athletic equipment.
- h. Each ice sheet shall be served by a centralized refrigeration system and ice resurfacing equipment.
- i. Each ice sheet shall include an integrated storage system for public skate storage.

### 3. Gymnasium

- a. One large open gymnasium space shall be constructed. The gymnasium shall be large enough to accommodate two full court basketball games and shall be designed for a wide range of sports activities including basketball, volleyball, indoor soccer, batting practice and gymnastics.
- b. The gymnasium shall include retractable seating for 300 spectators.
- c. The gymnasium shall include operable dividers or netting capable of segregating the area into smaller spaces.
- d. The gymnasium shall be provided with technologically advanced A/V equipment capable of providing high quality sound, recording, televising and lighting for a wide variety of user needs.
- e. The gymnasium shall include a total of two locker rooms equipped with lockers, changing areas, benches, showers and toilet facilities.
- f. The gymnasium shall include a minimum of two electronic scoreboards.
- g. The gymnasium shall include ample storage areas for materials and athletic equipment.
- h. The gymnasium furnishings, equipment and flooring system shall be capable of supporting multiple sports activities minimally including basketball, volleyball, indoor soccer and gymnastics.

### 4. Community Branch Library

- a. A 6000 square foot branch library shall be constructed.
- b. The library shall include multipurpose and study rooms with electrical and USB outlets as well as integrated Wi-Fi. Multipurpose rooms shall include projectors and screens and soundproofing to isolate the library from any noise created by programs within multipurpose rooms.
- c. The library shall include storage carts for laptops and tables/chairs to allow for pop-up computer classes and programs and flexible computer use by patrons throughout the space.
- d. The library shall include a joint Circulation and Reference public service desk with good visual control of the entire public space.
- e. The library shall include embedded library material vending machine and HOLDS pickup lockers in a common interior wall, publicly accessible when the Crown Center is open and the Library is closed.
- f. The library shall include higher shelving around the perimeter and lower shelving throughout to provide for books, materials and magazines.
- g. The library shall include flexible floor space for creative hands-on programming for all ages.
- h. The library shall include an outdoor reading garden (not included in square footage described above) which is accessible through the library.
- i. The library shall include flat screen monitors and display surfaces to assist in marketing.
- j. The library shall include key card access to staff areas and surveillance cameras for security control.
- k. The library shall include public restroom access in the community center facilities and adjacent to the Library.
- l. The library shall include an exterior drive up book drop for visitors to drop off library materials.
- m. The library shall include self-check machines to assist with efficient check-out of materials.



- n. The library shall include a staff workroom and restroom.
  - o. The library shall include storage for books and materials.
  - p. The library shall include book drop “room”. The book drop will be publicly accessible when the Crown Center is open and the Library is closed.
  - q. The library shall include access to electrical power and Wi-Fi throughout the library.
5. Running Track
- a. A four lane running track will be provided.
  - b. The track shall be 200 meters in length.
  - c. The track shall be furnished with an appropriate shock absorbing athletic flooring system.
6. Fitness/Dance Room
- a. A fitness and dance room shall be constructed which is large enough to accommodate 15 to 20 people at a time.
  - b. This room shall be furnished with a wood flooring system and shall include mirrors and ballet barres.
  - c. Furnishings within the fitness facility shall be determined during the design development task.
7. Lobby
- a. The lobby shall be bright, inviting, modern, centralized and easily navigable.
  - b. The lobby shall contain ample natural light and include a mixture of fixed and flexible seating.
  - c. The lobby shall include adequate area for “pop-up” activities and events including space for traveling exhibits.
  - d. The lobby shall be large enough to handle a variety of vendor setups as well as overflow from events.
8. Multipurpose Rooms (four rooms shall be constructed)
- a. Two multipurpose rooms shall be constructed to accommodate a variety of community programming activities.
  - b. One multipurpose room shall be constructed to accommodate art classes.
  - c. One multipurpose room shall be constructed to support a variety of events for up to 25 people. This room shall be located adjacent to the ice rinks for use during rentals and events.
  - d. All multipurpose rooms shall incorporate the use of natural lighting and contain interior glazing for security viewing.
9. Preschool Facility
- a. The building shall include a dedicated pre-school/afterschool facility.
  - b. This facility shall be accommodated with all Illinois Department of Human Services (IDHS) license required elements such as access control and dedicated restroom facilities.
  - c. The preschool shall include four separate rooms each accommodating up to 17 children during preschool/afterschool activities.
  - d. Each room shall meet minimum standards as required by IDHS but shall be no less than 800 square feet in size.
  - e. These rooms shall be designed in a flexible manner to allow evening and weekend use for other community functions including incorporation of adequate storage for pre-school/afterschool furnishings and materials.
  - f. The preschool shall include separate office, restrooms and kitchen facilities.
10. Commercial Kitchen

- a. A commercial kitchen shall be constructed capable of supporting daily use such as lunch service for programs as well as private rental events for up to 300 people. The kitchen will include appropriate equipment and finishes for commercial food service as well as a separate and locked storage area for foodstuffs and supplies.

#### 11. Concession Area

- a. A concession area shall be constructed and include a designated space for seating with flexible tables and chairs.
- b. The concession area shall be located adjacent to the commercial kitchen for concomitant operations.

#### 12. Vending

- a. Vending areas shall be provided at logical locations in the facility and shall include both food and skating supplies such as tape and mouth guards.

#### 13. Administrative Offices

- a. Administrative offices shall be constructed and provide clear viewing of all incoming and exiting facility users as well as direct views to both rinks for security purposes. A security camera system can be used to supplement visual observation needs if required.
- b. The administrative offices shall include all general office functions as well as a registration desk.
- c. The administrative offices shall include a minimum of five private offices for building and program management.
- d. The administrative offices shall include storage for equipment and supplies.

#### 14. Pro Shop

- a. A pro shop shall be constructed and include a separate office for hockey program administration including a separate dressing room for coaching staff.
- b. The pro shop shall include skate rental facilities and storage systems.
- c. The pro shop shall include an area for skate sharpening and associated equipment.

#### 15. Support Facilities

- a. Restrooms shall meet all code requirements and be sufficient to support typical daily operations. A family restroom shall also be provided.
- b. Storage shall be provided throughout the facility at logical locations and be capable of supporting both interior and exterior athletic materials and equipment as well as general materials and equipment for daily activities and rental use. Provision for adequate storage is critical to building operational success and shall not be compromised.
- c. MEP/FP operations space shall be provided as needed to support the facility. These spaces shall be adequately sized for material and equipment storage as well as for access for maintenance activities.
- d. Backup power generator and other related features required to utilize the facility as an emergency shelter and/or heating and cooling center shall be examined and potentially included in the design.

#### 16. Site Improvements

- a. Surface parking for approximately 225 vehicles shall be provided. Use of permeable materials and other sustainable techniques shall be explored for stormwater management.
- b. The east half of the site shall be improved with three exterior artificial turf fields. A variety of sports shall be accommodated on these fields including baseball,

soccer, football and lacrosse. Each field shall include athletic lighting controlled through web based technology.

- c. The existing tennis courts at this facility shall be protected and maintained.
- d. The site shall be provided with appropriate exterior signage to both identify the facility and provide wayfinding to direct users to various athletic fields and park spaces.
- e. The athletic fields shall include display boards to post daily field permits.
- f. The athletic fields shall provide adequate space for movable equipment to be secured off the active field areas.
- g. The athletic fields shall be provided with a weather alert system tied to web based system.
- h. The site shall be provided with appropriate park accommodations to create an attractive, inviting and comfortable environment such as, but not limited to, pedestrian/vehicular circulation, maintenance and delivery access, shaded areas for fans and players, spectator seating, perimeter fencing, site furnishings, drinking fountains, lighting and landscaping.

#### 17. Other Considerations

- a. The site and facility shall minimally receive LEED Silver accreditation.
- b. The facility shall include public charging stations and Wi-Fi throughout the building.
- c. The facility shall include ample lighting including the use of natural daylight where possible to improve ambiance and reduce energy use.
- d. The facility shall include a technologically advanced A/V system for public announcements and general program information including flat screen monitors and display surfaces.
- e. The facility shall include sustainable techniques such as rainwater harvesting for use in irrigation, cooling tower operation and other demonstration activities.
- f. The facility shall include an entry control system for staff areas and programs.
- g. The facility shall utilize highly durable and easily cleaned finishes, furnishings and floor coverings.
- h. The facility shall incorporate provisions for future expansion such as, but not limited to, under-floor duct systems to accommodate future power and data needs.
- i. The facility shall include sound dampening features to moderate noise levels when surrounded by hard surfaces and to acoustically isolate the library from other portions of the building.
- j. The facility shall include zoned HVAC and power.

#### 1.3 Available City of Evanston Data and Assistance includes:

- 1. Schematic Design Documents (attached).
- 2. Phase 1 Environmental Site Assessment (attached).
- 3. Preliminary Geotechnical Subsurface Investigation Report (attached).
- 4. Traffic and Parking Study (attached).
- 5. City of Evanston staff project management.
- 6. Architectural and engineering services through the City's existing contract with WTA and MJMA.
- 7. Payment of City of Evanston permit fees (where required).

## 1.4 General Information

The contract term desired is through December 31, 2020. Please note that each task will be executed by separate contract with interim completion deadlines.

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

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

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

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

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

## 2.0 SCOPE OF SERVICES

Respondents may elaborate or add to the proposed scope of work to ensure a comprehensive project scope is prepared; however larger is not necessarily better regarding either the CM responsibilities or the project itself.

### **Task 1 – Preconstruction Responsibilities**

The Construction Manager shall review available information, meet with the Owner, Architect and their engineering sub-consultants (MEP/FP, Structural, Civil, etc.) periodically during the preconstruction phase to remain informed of decisions being made and advise the design team on matters relating to constructability, cost control and scheduling. Minimally work shall include:

1. Become familiar with the project through regular meetings with the Owner, and the Architect.
2. Participate in the budgeting process by performing estimating, scheduling and value engineering analysis as required. There will be no set cap on the amount of requests for these studies however all study costs must be included in the construction manager's not to exceed fee.
3. Prepare detailed Estimated Costs of Construction at all major milestones (design development, 60% construction documents, and 100% construction documents). Each estimate shall be completed in no more than three (3) weeks.
4. Develop reporting systems, and provide a project budget, cash flow projections, and project status reports.
5. Optimize construction feasibility and efficiency of the design by evaluating labor and material availability, recommending alternate methods and materials, identifying long lead items for pre-purchase, and identifying necessary survey and consultant

information.

6. Prepare for the bidding process by providing a pre-qualified subcontractor bid list to the Owner and Architect for approval (this list shall not limit the Owner's right to expand the list if desired and consented to by the CM), developing bidders' interest in the project, establishing a bidding schedule, and coordinating with the City of Evanston's M/W/EBE and LEP program requirements as well as other relevant City of Evanston general conditions.
7. Develop with the Owner and Architect strategies for procurement of early trades; for example foundation, super structure, and HVAC systems.
8. Work with the Owner and Architect to develop construction documents suitable for filing with the permitting agencies at the earliest possible date.
9. Advise the Owner and Architect on project phasing, sequencing, and procurements. Prepare an overall construction schedule in Gantt-chart form and showing all phases of the project. Identify a critical path for long lead items, and any methods or measures that will speed the overall schedule without sacrificing quality. Update the construction schedule regularly to reflect ongoing project decisions.
10. Consider strategies for logistics and site safety planning. Determine areas for deliveries and staging, vertical hoisting, etc.
11. Advise the Owner and Architect on the most appropriate contract procurement methods for the construction of the building within the City's purchasing requirements. Provide a construction management plan addressing the items noted above and update it periodically throughout the project.

## **Task 2 – Construction Phase Responsibilities**

For the Construction Phase, the Construction Manager will enter into a Negotiated Guaranteed Maximum Price (GMP) contract with the Owner. The Construction Manager's role will then become that of a General Contractor and perform the work identified in the construction documents and as detailed below.

The Construction Phase will begin with an authorization from the City to proceed with bidding and will continue through completion of construction, punch list, and closeout of the Project. A warranty period for all work performed by the Construction Manager or trade contractors under contract with him of no less than one year from the date of Architect's certification of substantial completion will also be required. Not less than 6 months prior to the Warrantee period expiration date, the Construction Manager will provide a punch list of deficient items prior to final release. Failure to provide this will be considered a material breach – see termination section.

Anticipated services include the following:

1. Responsibility for the subcontractor selection process utilizing the list of pre-qualified subcontractors approved by the Owner (see section above about City reserving the right to add to the list) and Architect; this will include conducting a pre-bid conference, distributing plans, receiving and analyzing bids, making recommendations to the Owner, and negotiating and awarding contracts.
2. Responsibility for managing the work to be performed by all subcontractors by providing competent project management and field supervisory personnel that keep all contracts on time and under budget at each step of the task being completed.
3. Provide contracts with all sub-contractors including penalties for failure to perform

based on the schedule determined by the CM, City Policies and Procedures regarding LEP and MWEBE and any other local ordinance, statute or regulation with jurisdiction regarding the project.

4. In general the Construction Manager will:
  - a. Provide qualified, full-time field personnel on-site that communicate fluently with each other, the Owner and the Architect, both verbally and in writing during all phases of the construction project. Any barrier to communication is the responsibility of the CM to remedy with no additional cost to the owner once subcontractors and costs are established.
  - b. Establish on-site organization and lines of authority.
  - c. Coordinate the work of all trades to ensure the schedule is maintained.
  - d. Schedule and conduct weekly project meetings for discussion of progress, procedures, issues, schedules and changes. Issue meeting minutes and action items for follow-up.
  - e. Provide all supervision, labor, materials, equipment and tools not provided by subcontractors or the Owner, which are necessary for completion of the Project.
  - f. Establish procedures for, and maintain coordination among, the Owner and his Representative, the Architect, subcontractors, and outside authorities having jurisdiction over the Project. See comment above about compliance and penalty provisions.
  - g. Coordinate necessary aspects of the work with local municipal authorities, local schools, governmental agencies, and utilities as needed.
  - h. Ensure that all subcontractor supervision, personnel, equipment and materials, as well as all testing by others, are adequate and in conformance with drawings, specifications, contract documents, and applicable building codes.
  - i. Receive, review, and deliver all shop drawings, brochures, material samples, as-built drawings, operating manuals, and instructions, warranties, keys, and maintenance stocks; also, maintain on site a complete library of all contract documents, approved shop drawings and approved material samples in paper, electronic, and physical sample form.
  - j. Review and consolidate all applications for payment, submit to the Architect prior to issuance for review, bill the Owner in accordance with established procedures, less 10% retainage, and make prompt payment to all subcontractors; also, maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records and afford the Owner access to these records for a period of three years following final payment.
  - k. Receive, check, and forward to the Owner as part of the monthly applications for payment conditional lien waivers from each subcontractor/vendor included.
  - l. Receive, check, and forward to the Owner all releases of lien required prior to issuance of final certificate of completion and final payment to subcontractors.
  - m. Submit certified payroll on a monthly basis in accordance with the State of Illinois' prevailing wage requirements.
  - n. Meet or exceed the City's goal of minority, women and Evanston based business (M/W/EBE) participation on the project.
  - o. Meet or exceed the City's Local Employment Program (LEP) requirements. While MWEBE programs initiatives are goal oriented, the LEP program is a legally binding agreement. The CM is completely accountable for the

adherence to LEP requirements including the acknowledgement that up to a 1% penalty of all project costs may be assessed for failure to meet LEP requirements.

- p. Review and make recommendations to the Owner on all proposed changes; also, receive and review change order requests from subcontractors, negotiate costs of change orders, and ensure that all approved change orders are satisfactorily completed. Provide back up for all labor, material and any other costs for change orders.
- q. Determine substantial completion of the work with consent of the Architect and Owner.
- r. Provide LEED documents and track LEED credits (construction waste, recycled content, etc.).
- s. Complete project closeout, including:
  - i. Prepare for the Architect a pre-punch list of incomplete or unsatisfactory items and schedule their completion dates. Complete all punch list work no later than six months after substantial completion is achieved.
  - ii. Direct the checkout of utilities, operating systems, and equipment for readiness and assist in their initial start-up and testing by the trade contractors.
  - iii. Provide complete commissioning of all building systems and equipment including training, a walk-through, and explanation of all mechanical and electrical systems for the Building Manager and for the Owner's maintenance personnel.
  - iv. Provide all maintenance manuals, warranties, spare parts, etc.
  - v. Prepare certificates of substantial and final completion, and obtain a Temporary and Final Certificates of Occupancy.
  - vi. Deliver all required project closeout documents to the Owner.
  - vii. Prepare as-built documents.

### **3.0 INSURANCE**

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

The consultant must provide an insurance certificate naming the City of Evanston as an additional insured as well as a copy of the consultant's insurance policy, including endorsements. The certificate will provide a variety of insurances including:

- comprehensive general liability - \$5,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or professional liability insurance - \$3,000,000

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

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

#### **4.0 SUBMITTAL REQUIREMENTS**

Responses to this Request shall be in one volume. Any firm brochures and/or information pertaining to the qualifications of the firm and/or team may be submitted, but must be included in a single volume. Applicant firms must submit their responses as follows:

1. Paper copies-- ten (10) hardcopies, one (1) unbound original and an electronic copy on a flash/USB drive

Submittals must be forwarded in sealed envelopes clearly marked on the OUTSIDE with the following:

- RFP name and number
- Name and address of Firm
- Date and time of RFP deadline

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL BE RETURNED TO THE PROPOSER UNOPENED. It is the sole responsibility of the proposer to insure that his or her proposal is delivered by the stated time. Mailed proposals, which are delivered after the specified time, will not be accepted regardless of post marked time on the envelope. THE CITY IS NOT RESPONSIBLE FOR MISDIRECTED PACKAGES.

##### **A. Cover Letter**

The cover letter (maximum 3 pages) will include the following:

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

##### **B. Qualifications and Experience of Firm and/or Team**

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



- Respondents shall provide specific examples and expertise related to design and construction of libraries.
- Respondents shall provide specific examples and expertise related to design and construction of ice rink facilities.

**C. Construction Manager(s) and Key Project Personnel**

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

**D. Project Approach**

For each of the tasks outlined in the Scope of Services, provide a narrative describing the firm's understanding of the task and indicate the following:

- Approach used to complete the task
- Information needed from the City
- Issues to be considered in completion
- Team member(s) who will complete the task. If more than one, clearly indicate the responsibility of each team member
- Estimated level of effort in hours broken down by subtasks and each team member's effort
- Relevant standards adhered to and certifications held by team members

**E. Fees**

Provide a not-to-exceed cost for Task 1 and an estimated cost for Task 2 based on the Schematic Design Documents by completing the Proposal Cost Table (Exhibit O) included with this RFP. Break down all costs by task and labor category and break out reimbursable direct costs separately. Proposals must list the salary cost multiplier for all labor hours.

**F. Completeness of Proposal Statement**

Provide a table of contents. Respond to all items listed in the submission requirements section and provide all other documents requested.

**G. Contract**

The City intends to utilize AIA Document A133-2009 (Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price), AIA Document A201-2007 (General Conditions of the Contract for Construction), and City of Evanston supplemental conditions for this project. Respondents shall indicate in Exhibit P if there are any exceptions to the proposed agreement that would prevent your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposal.

**H. Contract Forms**

Executed copies of **all forms** included as Exhibits to this RFP must be submitted with the proposal.

## **5.0 ADDITIONAL SUBMISSION REQUIREMENTS**

- A. Bid Bond: Respondents shall submit with their proposal a bid bond for 5% of the estimated Task 2 Contract Amount. A letter of credit may be furnished in lieu of a bid bond only if the following conditions are met: 1) An irrevocable letter of credit must be obtained from an accredited bank which shall include an agreement that the bank will honor a demand by the City for payment due to Plaintiff failure to complete the project. 2) An irrevocable letter of credit must be in writing and signed by an authorized representative of the bank. 3) The irrevocable letter of credit must expressly state that it is irrevocable until the bid has been awarded. 4) The letter of credit must be for the percentage specified in the bid documents. The City may reject the use of an irrevocable letter of credit if the financial soundness of the issuing bank is found to be unacceptable.
- B. Performance, Material and Labor Bond: The successful Construction Manager shall, within ten (10) calendar days after award of Task 2, furnish a performance bond in the amount of one hundred and ten percent (110%) of the contract amount from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company's rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+ level during performance of the contract, it will be the Construction Manager's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements. In the event that the Construction Manager fails to furnish a performance bond in said period of ten (10) calendar days after award of Task 2, the City may withdraw its award and retain the Construction Manager's deposit as liquidated damages and not as a penalty.

## **6.0 M/W/EBE GOALS**

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

## **7.0 LOCAL EMPLOYMENT PROGRAM REQUIREMENTS**

In an effort to increase hiring of economically disadvantaged Evanston residents on certain City construction projects, the contractor shall comply with the provisions of the City of Evanston's Local Employment Program Ordinance (LEP) set forth in Section 1-17-1 (C) of the Evanston City Code. 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. Any questions regarding LEP compliance should be submitted in writing to Tammi Nunez at [tnunez@cityofevanston.org](mailto:tnunez@cityofevanston.org).

**NOTE: CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP) available on the City website at <http://www.cityofevanston.org/business/business-diversity/>**

## **8.0 EVALUATION CRITERIA**

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

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

- A. Qualifications and Expertise
- B. Project Approach
- C. Price
- D. Organization and Completeness of Proposal
- E. Willingness to Execute the Agreement
- F. M/W/EBE Participation

## **9.0 SELECTION PROCESS**

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

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

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

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

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

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

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

## 10.0 PROPOSED SCHEDULE

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

1. RFP issued ..... October 5, 2017
2. Non-mandatory Pre-Proposal meeting..... October 12, 2017
3. Last day to submit questions ..... October 19, 2017
4. Final Addendum issued ..... October 26, 2017
5. RFP Submission Due Date ..... November 7, 2017
6. Short listed firms interviewed ..... week of November 27, 2017
7. Consultant selection, negotiation ..... week of December 4, 2017
8. City Council Award of Contract ..... January 8, 2018
9. Task 1 – Completion ..... March 30, 2018
10. Task 2a – New Building Occupancy ..... August 15, 2019
11. Task 2b – Existing Building Demolition ..... September 30, 2019
12. Task 2c – Athletic Field Occupancy ..... June 30, 2020

## 11.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Jillian Ostman, Purchasing Specialist at [jostman@cityofevanston.org](mailto:jostman@cityofevanston.org) with a copy to Stefanie Levine, Senior Project Manager at [slevine@cityofevanston.org](mailto:slevine@cityofevanston.org).

## 12.0 GENERAL TERMS AND CONDITIONS

### A. Confidentiality

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

from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

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

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

#### **B. Withdrawal of Proposal**

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

#### **C. Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

#### **D. Hold Harmless**

The contractor agrees to hold harmless the City of Evanston and all of its agents, servants, and employees against any and all lawsuits, claims, demands, liabilities, losses, and/or expenses; including court costs and attorneys' fees on account of injury to any person, or any death resulting from

such injury, or any damage to property which may have arisen from work specifically related to the contract and/or project.

**E. Addenda**

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

**F. Term**

The contract term is until December 31, 2019. The City may terminate a contract for either cause or convenience. The City may extend this contract at proposal cost levels for 2019 into 2020 due to weather related delays, acts of God or Regulatory delays beyond the City's control. The City and CM will negotiate the amount of 2019 costs that may be deferred into 2020 due to the above delays.

**G. Non-Appropriation of Funds**

The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by The City of Evanston's City Council.

**H. Property of the City**

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

**I. Payment Terms**

During Task 1, the CM shall submit invoices detailing the services provided, project, professional staff, and hours. During Task 2, payments shall be made in accordance with the AIA contract and the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement. All payments during Task 2 will be subject to a 10% retainage to be paid upon completion of the project.

**J. Disclosures and Potential Conflicts of Interest**

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

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

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

#### **K. Protests**

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

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

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

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

#### **L. Authority To Resolve Protests And Contract Claims**

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

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

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

#### **M. Litigation**

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

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

"covered individual" means any principal, president, managing partner, or vice-president, affiliated in anyway with the Firm, and the Firm's employees or subcontractors.

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

#### **N. Subcontractors**

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



**O. Contact with City Personnel**

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

**P. Costs Incurred**

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

**Exhibit A**

**DISCLOSURE OF OWNERSHIP INTERESTS**

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

APPLICANT NAME: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other ( ) \_\_\_\_\_

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

**SECTION I - CORPORATION**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1b. **(Answer only if corporation has 33 or more shareholders.)**  
Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 1c. **(Answer only if corporation has fewer than 33 shareholders.)**  
Names and addresses of all shareholders and percentage of interest of each herein.  
(Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

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**SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE**

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

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

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**SECTION 3 - TRUSTS**

- 3a. Trust number and institution.

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

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

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**SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Preparing Statement

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Notary Public

(Notary Seal)

Commission Expires: \_\_\_\_\_

**Exhibit B**

**ADDITIONAL INFORMATION SHEET**

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

Proposal Number #: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone/FAX: # \_\_\_\_\_

E-mail: \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Exhibit C**

**CONFLICT OF INTEREST FORM**

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

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

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

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

\_\_\_\_\_  
Notary Public

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

**Exhibit D**

**ACKNOWLEDGEMENT OF UNDERSTANDING**

**THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

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

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

**Exhibit E**

**ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION**

\_\_\_\_\_, being first duly sworn,  
deposes and says that he is \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_  
(Proposer)

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

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

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

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

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

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



## Exhibit F

### **CITY OF EVANSTON M/W/EBE POLICY**

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

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting subcontractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section [http://www.cityofevanston.org/business/business-diversity/\(Sample Advertisement\)](http://www.cityofevanston.org/business/business-diversity/(Sample%20Advertisement)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

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

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

If a bidder is selected with a Subcontractor listed to meet the M/W/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: [http://www.cityofevanston.org/business/business-diversity/\(MWEBE Monthly Utilization Report\)](http://www.cityofevanston.org/business/business-diversity/(MWEBE%20Monthly%20Utilization%20Report)).

**Exhibit G**

**M/W/EBE PARTICIPATION COMPLIANCE FORM**

I do hereby certify that

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

This firm is a (check only one):

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

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

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

Total proposed price of response \$ \_\_\_\_\_

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

Percentage of work to be performed by a M/W/EBE \_\_\_\_\_%

Information on the M/W/EBE Utilized:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature of firm attesting to participation \_\_\_\_\_

Title and Date \_\_\_\_\_

Please attach

1. Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:
  - Cook County
  - City of Chicago
  - State certification
  - Federal certification

2. Attach business license if applying as an EBE



**Exhibit I**

**Construction Contractors' Assistance Organizations (“Assist Agencies”) Form**

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
<p><b>Association of Asian Construction Enterprises (AACE)</b>                      5500 Touhy Ave., Unit K                      Skokie, IL. 60077                      Phone: 847/5259693                      Perry Nakachii, President</p>			
<p><b>Black Contractors United (BCU)</b>                      400 W. 76th Street                      Chicago, IL 60620                      Phone: 773/483-4000                      Fax: 773/483-4150                      Email: <a href="mailto:bcunewera@ameritech.net">bcunewera@ameritech.net</a></p>			
<p><b>Chicago Minority Business Development Council</b>                      105 West Adams Street                      Chicago, Illinois 60603                      Phone: 312-755-8880                      Fax: 312-755-8890                      Email: <a href="mailto:info@chicagomsdc.org">info@chicagomsdc.org</a>                      Shelia Hill, President</p>			
<p><b>Federation of Women Contractors</b>                      5650 S. Archer Avenue                      Chicago, Illinois 60638                      Phone: 312/360-1122                      Fax: 312/360-0239                      Email: <a href="mailto:FWCChicago@aol.com">FWCChicago@aol.com</a>                      Contact Person: Beth Doria                      Maureen Jung, President</p>			
<p><b>Hispanic American Construction Industry (HACIA)</b>                      901 W. Jackson, Suite 205                      Chicago, IL 60607                      Phone: 312/666-5910                      Fax: 312/666-5692                      Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a></p>			
<p><b>Women’s Business Development Center</b>                      8 S. Michigan Ave, Suite 400                      Chicago, Illinois 60603                      Phone: 312-853-3477                      Fax: 312-853-0145                      Email: <a href="mailto:wdbc@wdbc.org">wdbc@wdbc.org</a>                      Carol Dougal, Director</p>			

## EXHIBIT J

### CITY OF EVANSTON LOCAL EMPLOYMENT PROGRAM COMPLIANCE PROGRAM (LEP)

Effective Date January 1, 2015

City of Evanston Ordinance 60-O-14, Local Employment Program (LEP) New Penalties:

- **Ordinance 60-O-14**, Amendment to the MWEBE/LEP revising the penalty section from a \$100/per day to a 1.0% of total project value penalty can be found at: [Ordinance 60-O-14 Amendment MWEBE LEP](#) of the Evanston City Code Section 1-17-1 (C) can be found at [:Municode Library](#). The following are excerpts from Ordinance 60-O-14 Amendment Section 1-17-1 (C) 11 Penalty.

**If the contactor or subcontractor fails to comply:** The City may impose a fine up to one percent (1.0%) of the approved project price in total. Contractors or subcontractors that are out of compliance due to a resident termination or resignation shall immediately notify the Business and Workforce Development Coordinator of this occurrence within two (2) business days. Subsequently, the contractor or subcontractor shall have five (5) additional business days to replace a terminated or resigned worker with another resident.

**If the contactor or subcontractor fails to comply:** If the contractor or subcontractor fails to make the replacement or to notify the Business and Workforce Development Coordinator of this occurrence, the offending party will also be subject to a penalty up to one percent (1.0%) of the approved project price. If the noncompliant contractor makes a good faith effort to replace the resident, the fine may be waived.

**If the contactor or subcontractor fails to comply:** At the sole discretion of the City, a contractor or subcontractor that has violated the terms of the Local Employment Program within a three-year period may be determined a non-responsible bidder and excluded from bidding on future projects for a period of not less than one year.

**If the employee (LEP Evanston resident) fails to comply:** At the sole discretion of the City, an employee that has been hired through the LEP may be removed from the program for a period of not less than one year for failing to adhere to program guidelines or due to termination by the contractor for cause. Such termination process will be reviewed by the Business and Workforce Development Coordinator.

**\*\*Detailed Local Employment Program Instructions “How to Comply” can be found at: [Local Employment Program Detailed Instructions](#)**

**EXHIBIT J**

**LOCAL EMPLOYMENT PROGRAM COMPLIANCE**

**ORDINANCE: 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP)**

I have read and understood the requirements of the City of Evanston Local Employment Program (LEP) as set forth in Section 1-17-1 (C) of the Evanston City Code; Ordinance **60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP)**. I intend to comply with the program as follows:

- \_\_\_\_\_ My total bid, including all alternates, is under \$250,000, and the LEP does not apply.
- \_\_\_\_\_ My total bid, including all alternates, is over \$250,000, and I shall comply with the LEP by employing Evanston residents (residing in zip codes 60201 and 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- \_\_\_\_\_ My total bid, including all alternates, is over \$250,000, and I will seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section "Request for a Waiver" below.

Estimated total labor cost = \_\_\_\_\_ 15% of total labor cost = \_\_\_\_\_

**REQUEST FOR A WAIVER:**

1. Indicate percentage of total construction hours to be performed by Evanston residents: \_\_\_\_\_
2. Briefly describe why a waiver is requested. Attach additional sheets if necessary:  
\_\_\_\_\_  
\_\_\_\_\_
3. In accordance with the Local Employment Program [M/W/EBE's Local Employment Program - Business | City of Evanston](#), (contact City to obtain database list) did you utilize the City of Evanston local resident database to search for workers: \_\_\_\_\_ If no, why not? \_\_\_\_\_
4. In accordance with the Local Employment Program, did you place an ad in a local newspaper notifying Evanston residents of employment opportunities (if yes, attach copy of newspaper ad and certification): \_\_\_\_\_
5. If utilizing union labor, did you contact in writing Chicagoland labor unions to request a resident for employment on the project (if yes, attach documentation of contacts):  
\_\_\_\_\_

I \_\_\_\_\_, of \_\_\_\_\_  
have read The City of Evanston, Local Employment Program (LEP) as set forth in Section 1-17-1 (C) of the Evanston City Code (which includes Ordinance **60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP)**). I understand and will comply with the LEP requirements for this project.

SIGNED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**EXHIBIT K**

**CERTIFICATE OF COMPLIANCE  
WITH PREVAILING WAGE RATE ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq*, and as amended by Public Acts 86-799 and 86-693 and current City of Evanston Resolution, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_

By: State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

**Exhibit L**

**FIRM EXPERIENCE TABLE**

<b>Firm Experience Within Past 10 Years</b> List 3 most current and similar projects, including Project Name, Client Organization, Reference Name, Title, Phone Number, and Email Address			
<b>Work Type</b>	<b>Client 1</b>	<b>Client 2</b>	<b>Client 3</b>
Ice Rink Construction			
Recreation Center Construction			
Library Construction			
Athletic Field Construction			

**Note 1:** Proposers may re-create this table to better accommodate their information, so long as all required information is provided and table follows the general format shown above.

**Note 2:** Provide firm experience references for the prime consultant and sub-consultants.



**Exhibit M**

**PROJECT TEAM EXPERIENCE TABLE**

<p align="center"><b>Team Experience Within Past 10 Years</b>                      List most current similar projects, including Project Name, Client Organization,                      Reference Name, Title, Phone Number, and Email Address</p>									
Client / Location (Year) <sup>1</sup>	Project Type	Included ice rink? (yes/no)	Included recreation center? (yes/no)	Included library? (yes/no)	Included athletic fields? (yes/no)	Project Manager <sup>2</sup>	Key Team Member #1 <sup>2</sup>	Key Team Member #2 <sup>2</sup>	Reference Contact Information <sup>3</sup>

<sup>1</sup> Include, at a minimum, the last three similar projects for each team member.

<sup>2</sup> Indicate actual team member names. Provide a column for each key team member on this proposal.

<sup>3</sup> Provide name, title, email address and phone number for each reference.

**Exhibit N**

**REFERENCE PROJECT INFORMATION FORM  
(Complete one form for each project)**

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

Description of project scope: \_\_\_\_\_  
\_\_\_\_\_

Description of work performed: \_\_\_\_\_  
\_\_\_\_\_

Self-performed trades: \_\_\_\_\_  
\_\_\_\_\_

Contract type: \_\_\_\_\_

Construction manager: \_\_\_\_\_

Awarded contract amount: \_\_\_\_\_

Final contract amount: \_\_\_\_\_

Change Order Costs in dollars and as a percentage of awarded contract: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner Contact: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Architect/Engineer Contact: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

**Exhibit O**  
**PROPOSAL COST TABLE**

Task	Sub-task	Cost
<b>Task 1 – Pre-Construction (Not-to-Exceed)</b>		
	Design and Constructability Evaluation	\$
	Cost Estimating	\$
	Permit Preparation	\$
	Bid Preparation	\$
	Other Services	\$
	Reimbursable Items	\$
Task 1 Subtotal		\$
<b>Task 2 – Construction (Estimated)</b>		
	Construction Manager Fees	\$
	General Requirements	\$
	Existing Conditions	\$
	Concrete	\$
	Masonry	\$
	Metals	\$
	Wood, Plastics and Composites	\$
	Thermal and Moisture Protection	\$
	Openings	\$
	Finishes (interior)	\$
	Specialties	\$
	Equipment	\$
	Furnishings	\$
	Special Construction	\$
	Conveying Equipment	\$
	Fire Suppression	\$
	Plumbing	\$
	Heating, Ventilation and Air Conditioning	\$
	Integrated Automation	\$
	Electrical	\$
	Communications	\$
	Electronic Safety and Security	\$
	Earthwork	\$
	Exterior Improvements	\$
	Utilities	\$
Task 2 Subtotal		\$
Grand Total		\$

**Exhibit P**  
**AIA DOCUMENT ACKNOWLEDGEMENT**

The City intends to utilize AIA Document A133-2009 and AIA Document A201-2007 with modifications noted in the following pages as the agreement for this project. Identify all exceptions to the agreement that would prevent your firm from executing it. **The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.** *Please check one of the following statements:*

\_\_\_\_I have read the agreement and plan on executing the agreement without any exceptions.

\_\_\_\_My firm cannot execute the agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

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

List exceptions in the area below:

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**Authorized  
Signature:**

\_\_\_\_\_

**Company  
Name:**

\_\_\_\_\_

**Exhibit P**  
**City of Evanston Modifications to AIA Documents A133-2009 and AIA A201-2007**

**Supplemental Contract Provisions: Any conflicts between Exhibit P and AIA Documents A133-2009 and AIA 201-2007, this Exhibit shall prevail and be the binding document between the parties. If Exhibit P is silent on the issue, the AIA documents shall prevail.**

**Supplemental Contract Provisions:**

1. GOVERNING LAW

- A. This contract shall be governed by and construed according to the laws of the State of Illinois. In the event of any disputes or litigation, the venue will be Cook County, Illinois.

2. PAYMENTS

- A. Progress payments will be made less a 10% retainage for each payment, which will be held until final acceptance of the work by the City. Certification of each Application for Payment will be made by the City's representative.
- B. All payments will be made in accordance with *Illinois Local Government Prompt Payment Act*.
- C. Final payment shall not be made until punch list work is complete and all final lien waivers, certified payroll, warranties, and other close out documents are received.

3. EQUAL EMPLOYMENT OPPORTUNITY

- A. In the event of the contractor's noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the City of Evanston, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute or regulation.
- B. During the performance of this contract, the contractor agrees as follows:
  - a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization. Contractor shall comply with all requirements of City of Evanston Code Section 1-12-5.
  - b. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
  - c. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which

employees are hired in such a way that minorities and women are not underutilized.

- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
- e. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.
- g. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance subcontract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply subcontract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### 4. M/W/EBE GOAL

The City of Evanston has a goal of awarding 25% of its contracts to Minority-Owned, Women-Owned, and Evanston-based businesses (M/W/EBEs). All Bidders must

state the proposed involvement of M/W/EBEs in completing a portion of the services required by the City by completing the attached M/W/EBE forms. Any questions regarding M/W/EBE compliance should be submitted in writing to Sharon A. Johnson, Business Workforce Compliance Coordinator at [shjohnson@cityofevanston.org](mailto:shjohnson@cityofevanston.org) or Tammi Nunez Purchasing Manager at [tnunez@cityofevanston.org](mailto:tnunez@cityofevanston.org).

5. LOCAL EMPLOYMENT PROGRAM REQUIREMENTS

In an effort to increase hiring of economically disadvantaged Evanston residents on certain City construction projects, the contractor shall comply with the provisions of the City of Evanston's Local Employment Program Ordinance (LEP) set forth in Section 1-17-1 (C) of the Evanston City Code. 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. Any questions regarding LEP compliance should be submitted in writing to Sharon A. Johnson, Business Workforce Compliance Coordinator at [shjohnson@cityofevanston.org](mailto:shjohnson@cityofevanston.org) or Tammi Nunez Purchasing Manager at [tnunez@cityofevanston.org](mailto:tnunez@cityofevanston.org).

**NOTE: CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP) available on the City website at: [Ordinance 60-O-14 Amendment LEP](#)**

6. AFFIRMATIVE ACTION IN SUB-CONTRACTING (EXCERPT FROM RESOLUTION 59-R-73)

"Contractor agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the City, Contractor shall furnish evidence of his compliance with this requirement of minority solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal bids in the light most favorable to said minority businesses. Contractor further affirms that in obtaining his performance and bid bonds, he will seek out and use companies who have records of, and/or who will make commitments to, the bonding of minority contractors on a rate basis comparable to their bonding of similar non-minority contractors. The contractor may be required to submit this evidence as part of the bid or subsequent to it."

7. PREFERENCE TO CITIZENS

The Contractor shall abide by the Illinois Preference Act, 30 ILCS 570 et seq., which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

8. RESTORATION OF SITE

A. Prior to final payment, contractor shall fully restore all property disturbed or damaged during the course of this work. This includes, but is not limited to public property, (walks, curbs, roadways, trees, etc.) private property, and

utilities. This shall also include removal of temporary facilities erected during the course of this contract and restoration of these areas.

- B. All restoration work shall be subject to the approval of the City and shall restore the property to a condition at least equal to that existing prior to the start of this contract.
- C. All restoration work of property damaged by contractor shall be accomplished at the sole expense of the contractor.

#### 9. PREVAILING WAGE

- A. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bids/bids in strict compliance therewith.
- B. All contractors and subcontractors on public works projects ***must submit certified payrolls*** on a monthly basis to the City's project manager and business work force development coordinator, 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.
- C. 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.
- D. All certified payrolls shall be submitted in electronic format, preferably a PDF file.
- E. As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

#### 10. CONTRACTOR REQUIREMENTS

- A. The Contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities. The scale of wages to be paid shall be obtained from Illinois Department of Labor and posted by the Contractor in a prominent and accessible place at the project work site.
- B. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).
- C. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum,



the following information: (1) the illegality of sexual harassment, (2) the definition of sexual harassment under State law, (3) a description of sexual harassment utilizing examples, (4) the Contractor's internal complaint process including penalties, (5) legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (6) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

- D. The Contractor shall abide by the "Illinois Preference Act" which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

#### 11. BOND – PERFORMANCE, MATERIAL, & LABOR

- A. The Construction Manager shall, within ten (10) calendar days after acceptance of the bid by the City, furnish a performance bond for 110% of the full amount of the contract from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company's rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+ level during performance of the contract, it will be the contractor's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements.
- B. If the contractor has more than one project for which there is a contract with the City of Evanston the contractor shall provide a separate Performance Bond for each project.

#### 12. LIQUIDATED DAMAGES

- A. The Contractor must commence work within 10 days of notice from the City and the work must be substantially completed by **DATE**. In the event the work is not substantially completed by **DATE**, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of \$1,000 per day for each calendar day beyond those dates, until substantial completion of the work has been achieved. This payment is for liquidated damages, in addition to any other damages that may be incurred by the City, and not as a penalty. All such liquidated damages may be set-off against any moneys that may be due the contractor.
- B. Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its intended use. Substantial Completion will be certified by the issuance of a Certificate of Substantial Completion, to be issued by the City's representative, when the Contractor has satisfied the above statement and

billed the City for a minimum of 90% of the total value of the work.

### 13. WARRANTY

- A. The contractor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.
- B. The contractor warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of one (1) year from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.
- C. The contractor warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective kind, free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.
- D. The contractor shall repair or replace any item or component part thereof found not to be in conformity with this paragraph provided the City notified the Seller of such nonconformity within one (1) year after initial use or within eighteen (18) months after delivery, whichever occurs first. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, the City may undertake or complete such replacement or repair for Seller's account, and the seller will be responsible for any additional costs. Acceptance shall not relieve the seller of its responsibility.

### 14. TAXES

- A. Federal Excise Tax does not apply to materials purchased by the City of Evanston by virtue of Exemption Certificate No. A-208762, Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Evanston by virtue of Statute.
- B. The City of Evanston is exempt from Illinois Sales Tax by virtue of Exemption Identification number E9998-1750-07.
- C. The City's federal tax ID number is 36-6005870.

### 15. PERMITS & FEES

The Construction Manager must secure and pay for any licenses required by the City of Evanston. Necessary building permits will be required, but all permit fees will be waived and moneys for same must not be included in any bid. Permits required by any other governmental agency will not be waived.

### 16. LIENS

Neither the final payment nor any part of any retained percentages, shall become due until the contractor, delivers to the City, a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made the contractor shall refund to the City all moneys that the latter may

be compelled to pay in discharging such a lien, including all costs and attorney's fees. Construction manager shall also submit trailing lien waivers as a condition of approval of each pay application.

**Modifications to AIA Contract Document A133-2009:**

- 2.2.9 This section shall be modified or stricken as the City of Evanston is tax exempt. Additionally, Construction Manager must submit the City's sales tax exemption information at the time of purchase to receive the sales tax exemption on transactions.
- 4.2.2 This section shall be modified to indicate that payment will be made in accordance with the Illinois Prompt Payment Act.
- 6.6.2 This section shall be modified or stricken as the City of Evanston is tax exempt. Additionally, section shall include statement that Construction Manager will submit sales tax exemption information prior to purchases to prevent sales tax from being assessed.
- 6.6.3 This section shall be modified as City of Evanston building permit fees will be waived.
- 7.1.3 This section shall be modified to indicate that payment will be made in accordance with the Illinois Prompt Payment Act.
- 7.1.7 This section shall be modified to indicate that the City will withhold 10% retainage on all progress payments.
- 7.2.1 This section shall be modified to indicate that payment will be made in accordance with the Illinois Prompt Payment Act.

**Modifications to AIA Contract Document A201-2007:**

- 1.1.1 Item (4) a written order for a minor change in the Work issued by the Architect shall be stricken.
- 1.5.1 This section shall be modified to indicate that the City is the owner of the instruments of service.
- 1.1.8 This section shall be stricken.
- 3.5 This section shall be modified to include the supplemental contract provisions above.
- 3.6 This section shall be modified or stricken as the City of Evanston is tax exempt. Additionally, section shall include statement that Construction Manager will submit sales tax exemption information prior to purchases to prevent sales tax from being assessed.

- 3.7 This section shall be modified as City of Evanston building permit fees will be waived. Permit fees assessed by another governmental agency must be secured and paid for by the Construction Manager.
- 11.3.7 This section shall be stricken.
- 11.3.8 This section shall be stricken.
- 11.3.9 This section shall be stricken.
- 11.3.10 This section shall be stricken.
- 11.4 This section shall be modified to include performance bond requirements at 110% of contract value and insurance limits as described in section 3 of the RFP.
- 13.1 This section shall be modified to indicate that the Contract shall be governed by the laws of the State of Illinois and the venue must be Cook County, Illinois.
- 13.6 This section shall be modified to indicate that payment will be made in accordance with the Illinois Prompt Payment Act.
- 15.1.2 This section shall be modified to eliminate all reference to the Initial Decision Maker and Architect.
- 15.1.3 This following sentence shall be deleted from this section: "The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker."
- 15.1.6 This section shall be stricken.
- 15.2.1 This section shall be stricken.
- 15.2.2 This section shall be stricken.
- 15.2.3 This section shall be stricken.
- 15.2.4 This section shall be stricken.
- 15.2.5 This section shall be stricken.
- 15.2.6 This section shall be stricken.
- 15.2.6.1 This section shall be stricken.
- 15.3 This section shall be stricken.

15.4 This section shall be stricken.

**EXHIBIT Q**

**PROPOSAL SUBMITTAL LABEL**

**CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID/PROPOSAL SUBMITTAL**



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**ADDRESS SUBMITTALS:** CITY OF EVANSTON - PURCHASING OFFICE, ROOM 4200  
LORRAINE H. MORTON CIVIC CENTER  
2100 RIDGE AVENUE - EVANSTON, ILLINOIS 60201

**SUBMITTAL NUMBER:** \_\_\_\_\_

**SUBMITTAL NAME:** \_\_\_\_\_

**SUBMITTAL DUE DATE/TIME:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**COMPANY TELEPHONE #:** \_\_\_\_\_

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