

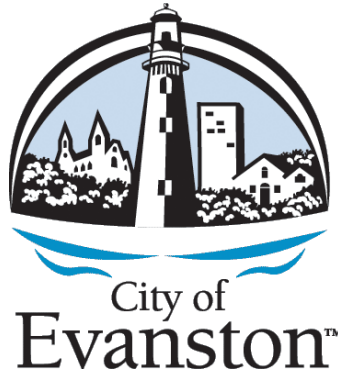
**CITY OF EVANSTON**  
**REQUEST FOR PROPOSAL**

**NUMBER: 18-57**

**for**

**Environmental Monitoring Study - Waste Transfer Station**

**November 8, 2018**



**PROPOSAL DEADLINE:** 2:00 P.M., December 21, 2018,  
Room 4200,  
Lorraine H. Morton Civic Center,  
2100 Ridge Avenue,  
Evanston, Illinois 60201

**PRE-PROPOSAL MEETING:** MANDATORY  
NO ADMITTANCE AFTER 10:15 A.M.,  
10:00 A.M, November 27, 2018,  
Room 2404,  
Lorraine H. Morton Civic Center,  
2100 Ridge Avenue,  
Evanston, Illinois 60201

**SEALED PROPOSALS 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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### ATTACHMENTS:

- Attachment A: Waste Transfer Station Target Area
- Attachment B: TEX Preliminary Recommendations
- Attachment C: Church St. Waste Transfer Station Budget Survey Summary

**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 **December 21, 2018**. Proposals shall cover the following:

**Environmental Monitoring Study - Waste Transfer Station**  
**RFP Number: 18-57**

The City of Evanston's Office of Sustainability is seeking proposals from experienced firms for: The completion of an environmental study to evaluate the presence of environmental contaminants in and around the Church St. Waste Transfer Station.

There will be a Mandatory pre-proposal meeting November 27, 2018, at 10:00 A.M. in Room 2404 of the Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201. **NO ADMITTANCE AFTER 10:15 A.M.** All firms intending to submit a proposal for this project are required 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 November 8, 2018. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid 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 City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

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

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

Linda Thomas  
Purchasing Specialist

## **CITY OF EVANSTON** **Request for Proposal**

### **1.0 INTRODUCTION**

The City is seeking proposals from qualified firms to perform, design, and implement a community-driven environmental monitoring study centered around the Church St. Waste Transfer Station located at 1711 Church St. Evanston, IL 60201. The study's primary focus must be evaluating air quality with any other contaminants considered secondary and they are not a required component of the study. This station, currently operated by Advanced Disposal (ADSW), is located in a predominately residential neighborhood and in close proximity to a community center, public park, high school and local business district. This waste transfer station currently accepts municipal solid waste and construction and demolition debris from hauling companies and unscheduled drop-offs. The waste, once dropped off, is then aggregated onsite and loaded onto tractor trailers and hauled off-site to be landfilled or processed. The study is to take place in the Target Area, see Attachment A, although the City will allow equipment to be placed outside of the Target Area for the purposes of developing control area.

The purposes of the study are to identify potential environmental contaminants originating from the waste transfer station and to measure their presence, quantity, impact and source, if possible. The City, through a Community Task Force and in partnership with volunteer scientists as a part of the [Thriving Earth Exchange \(TEX\)](#), has developed a set of preliminary recommendations (Attachment B) for an environmental study. Contractors are required to review the recommendations and incorporate any relevant components into their proposal.

The community-driven nature of this project is a result of significant community feedback and pressure to better understand the operational impacts of the operation of the waste transfer station within the Target Area. Residents have long been concerned that dust, particulate matter, exhaust, runoff, vibrations, traffic and odors may have negative health impacts on them. This study will focus on identifying what types of contaminants may be present and, if possible, attribute the origin of those contaminants to a specific source or sources. The study will not cover evaluating the potential health implications of potentially identified contaminants. The City expects the Contractor to be able to identify trends and scenarios in which the level of contaminants may be more or less present which would allow the City to incorporate that information into relevant policymaking.

Community feedback has been captured through a survey administered in 2016. The findings from the survey, including the detailed comments from individual residents can be found at <https://www.cityofevanston.org/about-evanston/sustainability/church-street-waste-transfer-station-information>. Attachment C, Church St. Waste Transfer Station Budget Survey Summary, contains an executive summary of the survey results and the City requires contractors to review prior to proposal submission.

The selected Contractor should anticipate a high-level of community participation

throughout the study in the form of in person meetings, consultations and presentations to community organizations, the City Council and its Committees.

The contract term desired is for a period of one (1) year with a one (1) year option to renew.

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

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

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

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

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

## **2.0 SCOPE OF SERVICES**

The City is seeking proposals from qualified firms to perform, design, and implement a community-driven environmental monitoring study centered around the Church St. Waste Transfer Station located at 1711 Church St. Evanston, IL 60201. The City has developed a base proposal and one (1) alternate. The City reserves the right to issue only the base proposal or the base proposal and the alternate. The City will select one contractor for the final award.

### **2.1 Relevant Definitions**

1. Target Area
  - a. The area from Dodge Avenue to Ashland Avenue and Grove Street to Emerson Avenue. The City is most concerned with measuring the presence of contaminants within the Target Area. Sensors may be placed outside of the Target Area if to be used as controls or for calibration purposes. Any sensors located outside of the Target Area must include an explanation for their purpose.
2. Environmental Contaminants
  - a. For the purposes of this RFP the term refers to measurable gases, metals, particulate matter, chemicals and liquids that are known to adversely impact human and environmental health.
3. Waste Transfer Station
  - a. The facility located at 1711 Church St., Evanston, IL 60201, operated by Advanced Disposal (ADSW).

## 2.2 Environmental Study

The goal of the study is to collect air quality data and provide that data to residents in understandable and meaningful formats in order to empower residents to better understand what contaminants may be present in the Target Area. Proposals for the Environmental Study must include the following components, and any proposal that does not include the items below will be considered incomplete.

1. Description of the three (3) to six (6) month study to deploy and maintain air quality monitoring within and around the Target Area
2. Cost of study set up and ongoing management of the study
3. Equipment Deployment and Maintenance Plan
4. Final Study Report and Next Step Recommendations

The Contractor will expect a high degree of community involvement and engagement prior to equipment deployment, throughout the study period and once the report has been submitted to the City.

Although this study does not require the Contractor to deploy mobile air quality sensors or soil tests, the City is open to the Contractor providing recommendations or methodology that may involve alternative types of monitoring that could improve the overall quality of data and depiction of potential environmental contaminants present in the Target Area. Separate from this RFP, the City will be purchasing mobile air quality sensors and implementing 20-50 soil tests within the Target Area. The City has also considered purchasing and deploying Solid Phase Microextraction (SPME) Fibers in an attempt to characterize the makeup and source of odors present in the Target Area.

### 2.2a. Equipment

The City places the sole responsibility of obtaining, maintaining, servicing, replacing, calibrating and deploying equipment on the Contractor. The City will not own, operate or maintain equipment installed and deployed by the Contractor.

The Price and Costs Form provides details as to how the cost of each of these three options must be broken down. Contractors are permitted to submit hybrid options in addition to the three provided above. Additionally, once all three options are provided Contractors must include in their proposal which of the options provided is recommended and a written justification for that recommendation.

#### Requirements

1. Equipment must be designed for external use throughout all seasons.
2. Sensors must be protected from deterioration via UV radiation, wind, rain, ice, snow and other potential weathering.
3. Equipment must be protected against rodent and bird threats by minimizing exposed wiring and other types of vulnerabilities.
4. Equipment must be encased in a protective shell to prevent exposure of sensors to vandalism and other threats.
5. Equipment must be able to store data internally and be able to send data via the City's network to the City.

## 6. Power

- a. Sensors may have either hardwired power requirements or solar panels and battery storage. The Contractor must include the anticipated cost of power set ups for any recommended equipment.
- b. Costs may include hardware necessary to mount, affix and secure power sources to monitoring equipment.

## 7. Network and Security

- a. Equipment should support 802.11a/b/g/n/ac wireless network protocols for uplinking to City provided wireless access points. The City's wireless access points will provide a path of egress for the data collectors to reach the public WAN. The City will provide an SSID for equipment to join its wireless access points.
- b. The City shall be provided with the MAC (Media Access Control) address of each appliance that will join the City's wireless network. The MAC addresses will be used to explicitly grant access to the City's wireless network.
- c. Equipment shall require a password for logging into the device. Two factor authentication is preferred but not required.
- d. Equipment shall be patched by the third party with software, security, or firmware patches on a timely basis as mechanism to mitigate known vulnerabilities.
- e. Any raw data collected by the sensors and uploaded to the Public Cloud, prior to release to the general public via open data sharing, shall require a username and password for access. Two factor authentication is preferred but not required.

## 8. Mounting

- a. Equipment must be able to be mounted to a variety of different fixtures includes masonry walls, rooftops, utility poles, etc.
- b. All mounting hardware must be included in the proposed cost of equipment.
- c. Mounting hardware must be designed for external use and be able to withstand stress from weather such as rotting, rusting, corrosion and other weathering impacts.
- d. Mounting equipment should be able to be serviced and/or removed without damaging the surface, or with minor repairs only, which must be described in the submitted proposal.

### 2.2b. Deployment and Maintenance Plan

Contractors are provided the flexibility of recommending the number, locations, concentration, and type of equipment to be deployed. The City anticipates the majority of equipment will be deployed within the Target Area, but will allow equipment to be deployed outside of the Target Area if the Contractor can justify the need in order to improve data collection and source attribution. The Deployment and Maintenance Plan must include the following otherwise it will be considered incomplete:

## Deployment

1. Equipment Type (model, mounting requirements, installation assistance by other (not the contractor), power requirements, networking requirements, etc.).
2. Location of each piece of equipment in list and map format. The City will accept marked up aerials and/or online maps such as Google Maps with location pins. Any and all submitted maps must include a complete legend and use satellite imagery as the basemap.
3. Proposed Timeline including:
  - a. Equipment deployment date.
  - b. Amount of time required to deploy all equipment (in days and weeks).
  - c. Testing period to ensure equipment is fully functional and calibration is accurate (in days and weeks).
  - d. Date system will be fully online and data collection may begin.
  - e. Period of data collection – How long will equipment be deployed?
  - f. Data collection end date.
  - g. Study end date.

## Maintenance

The Contractor is required to develop a plan and guide describing any required maintenance of deployed equipment. The Maintenance Plan must include the following:

1. Equipment replacement schedule.
2. Equipment service schedule.
3. Calibration schedule for all pieces of equipment.
4. Manufacturer indicated guarantees for all equipment and expected life time for each component (sensors, mounting equipment, power sources, network connection, etc.).

The Maintenance and Deployment Plan will be made public and shared with the wider community.

### 2.2c. Data Collected by Equipment

The City requires that the contaminants and environment conditions listed in Table 1., be monitored at the levels indicated by any equipment proposed by the Contractor. The City will consider proposals incomplete if proposed equipment is unable to measure the contaminants and environmental conditions listed in Table 1. It is the City's goal to have data collected in comparative formats and methodology to that of the regulatory agencies overseeing the permitting of the Waste Transfer Station, namely, Cook County and the Illinois Environmental Protection Agency (ILEPA) and the United States Environmental Protection Agency (USEPA) standards for data validity.

It is the responsibility of the Contractor to demonstrate that their proposed methodology meets that of the regulatory agencies listed above. The City has provided a few standards below that are part of the Electronic Code of Federal Regulations Title 40 – Protection of Environment and one example of the USEPA's Quality Assurance Guidance Documents. Please review these methodologies and



standards and any others that are relevant to the environmental contaminants to be measured.

Standards and Methodologies:

1. 40 CFR Part 58 – Ambient Air Quality Surveillance Appendix E – Probe and Monitoring Path Siting Criteria for Ambient Air Quality Monitoring.
2. 40 CFR Part 50 – National Air Ambient Air Quality Standards.
3. QA Handbook Appendix D Validation Templates (PDF).

Table 1

Parameter	Range	Unit	Limit of detection
Nitric oxide (NO)	0-4,000 ppb	ppb or $\mu\text{g}/\text{m}^3$	<5ppb
Nitrogen dioxide (NO <sub>2</sub> )	0-4,000ppb	ppb or $\mu\text{g}/\text{m}^3$	<10ppb
Ozone	0-1,800ppb	ppb or $\mu\text{g}/\text{m}^3$	<5ppb
Enclosure temperature	-20 to 100°C	°C	0.1°C
Atmospheric pressure	500-1,500mb	Mb	1mb
Relative humidity	0-100%RH	%RH	1%RH
Particle count	1-30 $\mu\text{m}$	Particles/ $\text{cm}^3$	1 $\mu\text{m}$
PM <sub>2.5</sub>	0-500 $\mu\text{g}/\text{m}^3$	$\mu\text{g}/\text{m}^3$	TBC
PM <sub>10</sub>	0-1,000 $\mu\text{g}/\text{m}^3$	$\mu\text{g}/\text{m}^3$	TBC
Carbon monoxide (CO)	0-6,000ppb	ppb or $\mu\text{g}/\text{m}^3$	<5ppb
Sulfur dioxide (SO <sub>2</sub> )	0-10,000ppb	ppb or $\mu\text{g}/\text{m}^3$	<10ppb
H <sub>2</sub> S / CH <sub>4</sub> S	0-1,000 ppb	Ppb	10ppb
CH <sub>2</sub> O / Organic Solvents	0-1,000 ppb	Ppb	10ppb
<b>NOISE</b>			
<b>Frequency response</b>	<b>Accuracy</b>	<b>Level</b>	<b>Weighting</b>
20Hz – 20kHz	+/-1dB	35dB SPL to 100 dB SPL	Unweighted

2.2d. Data Management and Analysis

All collected data shall be the sole property of the City of Evanston. Throughout the duration of the contract the Contractor will have access to collected data in order to perform data quality and analysis tasks. The Contractor will submit one (1) report within thirty (30) days of the data collection end date. The report must include:

1. Description of the equipment utilized and the data collection methodology and procedures as well as data analysis methodology.
2. Thorough analysis of all data collected during the study period.

3. Conclusions and findings reached based on data collected.
4. Standards for each contaminant.
5. Comprehensive list of contaminants present at each monitoring site with contaminant levels and standard intervals.
6. Description of weather and activity conditions and their correlative or causal impact on the presence of each monitored contaminant.
7. Map depicting the relative presence of monitored contaminants based on proximity to the Waste Transfer Station.
8. Recommended next steps (continue data collection, revise study, halt data collection, etc.).
9. Self-evaluation of the study and the equipment utilized.

### **2.3 Meetings and Reports**

The Contractor will attend and cohost four (4) community engagements events throughout the duration of the one (1) year agreement. One (1) of those events must take place at least two (2) weeks prior to the equipment deployment date, one (1) must take place during the data collection phase and one (1) within thirty (30) days of release of the study final report. The Contractor will hold in person or remote (via teleconference or video conference) meeting with the City bi-weekly throughout the duration of the study. At each bi-weekly meeting the Contractor will provide status information on the equipment deployed and the data collected.

### **2.4 Traffic Evaluation - Proposal Alternate 1**

Given the high volume of vehicular traffic in the area the City will consider proposals that include a short-term traffic evaluation of all or a portion of the Target Area and a control area. Any proposal that includes traffic evaluations must break out the cost of that evaluation as a complete and separate proposal item. The City reserves the right to award this alternative or not.

The goal of the traffic evaluation will be to quantify and categorize how traffic activity in the area impacts the presence of measured environmental contaminants collected through the environmental study. The City is open to Contractors proposing the parameters and length of the study.

### **3.0 INSURANCE**

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

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

- comprehensive general liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured

- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or professional liability insurance - \$1,000,000

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

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

#### **4.0 SUBMITTAL REQUIREMENTS**

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 in one of two ways:

1. Paper copies-- six (6) hardcopies, one (1) unbound original and an electronic copy on a flash/USB drive; or
2. Electronic response only—submitted in a sealed envelope on a flash/USB drive (with any paper bid bonds as required)

Cut out and tape label included in this proposal package as Exhibit K (BID/Proposal Submittal Label). All submittals are to be placed in a sealed opaque envelope addressed to: The City of Evanston Purchasing Office, Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201; 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 will include the following:

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

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

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

## **C. Area/Regional Manager(s)**

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

## **D. Fees**

Provide a copy of your fees/prices on the attached price/costs form (see page 19).

## **E. Contract**

The City has attached its standard contract in Exhibit J (see page 32 Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.

## **5.0 ADDITIONAL SUBMISSION REQUIREMENTS**

All Contractors must submit examples of actual projects they have completed with public agencies in the past five years. In addition project summaries of actual projects implemented related to outdoor air quality monitoring. Contractors must indicate whether or not these previous projects met regulatory standards or not.

## **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 EVALUATION CRITERIA**

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

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

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

## **8.0 SELECTION PROCESS**

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

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

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

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

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

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

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

**9.0 PROPOSED SCHEDULE**

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

- 1. RFP issued..... November 8, 2018
- 2. Mandatory Pre-Proposal Conference ..... November 27, 2018
- 3. Last Day to submit questions ..... December 4, 2018
- 4. Final Addendum Issued..... December 11, 2018
- 5. RFP Submission Due Date ..... December 21, 2018
- 6. City Council Award of Contract ..... January 14, 2018
- 7. Contract Effective ..... January 15, 2018

**10.0 QUESTIONS REGARDING RFP**

All questions related to this RFP should be submitted in writing to Linda Thomas, Purchasing Specialist at [lithomas@cityofevanston.org](mailto:lithomas@cityofevanston.org) with a copy to Kumar Jensen, Sustainability Coordinator at [kjensen@cityofevanston.org](mailto:kjensen@cityofevanston.org).

**11.0 GENERAL TERMS AND CONDITIONS**

**A. Confidentiality**

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

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant’s control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject

to such a request and whether or not any 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 is for one (1) year with a one (1) year option to renew. The City may terminate a contract for either cause or convenience.

**G. Non-Appropriation of Funds**

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

**H. Property of the City**

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

**I. Payment Terms**

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

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

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

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

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

**K. Protests**



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

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

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

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

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

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

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

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

#### **M. Litigation**

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.

## **Cost Information Sheet**

### – Environmental Study

The prices submitted for the should not include the price for equipment, equipment costs should be included under Equipment Costs. Prices must break out the cost of the Environmental Study into three (3) lump sums: 1) the cost of study set up, 2) the ongoing cost of maintaining the deployed equipment, and 3) the cost of data management and analysis.

### **Equipment Costs**

The Contractor must indicate what type ownership arrangement is utilized for the deployed equipment (rent, lease, own, etc.). The equipment costs must include the purchase/rent/lease cost of the equipment (unit price) and any maintenance and upkeep costs associated with equipment deployment.

### Alternate 1 - Traffic Evaluation

Costs for the Traffic Evaluation may be provided as a lump sum total cost for the project. This cost should be completely separate from that of the Equipment Costs and Environmental Study Costs for the Base Proposal. Contractors may provide multiple options for studies, for example, 30-, 60-, 90-day studies or other relevant increments. In the Cost proposal for the Traffic Evaluation, Contractors must include:

1. Location area of the study (written description and mapped)
2. Location of equipment within the study area
3. Operational requirements of study equipment (mounting, power, network access, weather protection, data, security, etc.)
4. Cost to complete the evaluation

**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).

<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](#)). 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](#)).

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

2. Attach business license if applying as an EBE

**Exhibit H**

**M/W/EBE PARTICIPATION WAIVER REQUEST**

I am \_\_\_\_\_ of \_\_\_\_\_, and I have authority to  
(Title) (Name of Firm)

execute this certification on behalf of the firm. I \_\_\_\_\_ do  
(Name)

hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal for the following reason(s):

**(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)**

\_\_\_\_\_ 1. No M/W/EBEs responded to our invitation to bid.

\_\_\_\_\_ 2. An insufficient number of firms responded to our invitation to bid.

**For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.**

\_\_\_\_\_ 3. No subcontracting opportunities exist.

**Please provide a written explanation of why subcontracting is not feasible.**

\_\_\_\_\_ 4. M/W/EBE participation is impracticable.

**Please provide a written explanation of why M/W/EBE participation is impracticable.**

Therefore, we request to waive \_\_\_\_\_ of the 25% utilization goal for a revised goal of \_\_\_\_\_%.

Signature: \_\_\_\_\_  
(Signature)

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

## EXHIBIT I

### Construction Contractors' Assistance Organizations ("Assist Agencies") Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
<b>Association of Asian Construction Enterprises (AACE)</b> 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847/5259693 Perry Nakachii, President			
<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>			
<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			
<b>Evanston Minority Business Consortium, Inc.</b> 1018 Darrow Avenue Evanston, Illinois 60202 Phone: 847-492-0177 Email: <a href="mailto:embcinc@aol.com">embcinc@aol.com</a>			
<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			
<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>			
<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			

**PLEASE NOTE:** Use of Construction Contractor's Assistance Organization (Assist Agencies") Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

**Exhibit J**

**Professional Services Agreement Acknowledgement Page**

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

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

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

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

List exceptions in the area below:

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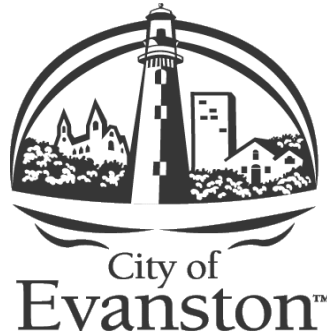
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**Authorized Signature:** \_\_\_\_\_ **Company Name:** \_\_\_\_\_

**Typed/Printed Name and Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Exhibit J**



**CITY OF EVANSTON  
PROFESSIONAL SERVICES AGREEMENT**

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

**Environmental Monitoring Study - Waste Transfer Station  
("the Project")**

*RFP Number: 18-57*

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

**I. COMMENCEMENT DATE**

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

**II. COMPLETION DATE**

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

**III. PAYMENTS**



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

#### **IV. DESCRIPTION OF SERVICES**

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

#### **V. GENERAL PROVISIONS**

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

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.

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

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

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

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

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

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

spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

**D. Independent Consultant.** Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

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

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

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

**H. Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating,

documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

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

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

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

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

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

therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

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

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

**K. 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. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

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

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

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

**O. Liens and Encumbrances.** Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law

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

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

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

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

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

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

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

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

## **VI. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

## **VII. SEXUAL HARASSMENT POLICY**

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

**A.** The illegality of sexual harassment;

**B.** The definition of sexual harassment under State law;

**C.** A description of sexual harassment utilizing examples;

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

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

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

## **VIII. CONSULTANT CERTIFICATIONS**



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

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

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

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

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

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

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

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

## **IX. INTEGRATION**

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

In the event of any inconsistency between this Agreement, and any Exhibits, this

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

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

**CONSULTANT:**

**CITY OF EVANSTON  
2100 RIDGE AVENUE  
EVANSTON, IL 60201**

By \_\_\_\_\_

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

Its: \_\_\_\_\_

Its: City Manager

FEIN Number: \_\_\_\_\_

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

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

## **EXHIBIT A – Project Milestones and Deliverables**

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

**I. COMMENCEMENT DATE:** \_\_\_\_\_

**II. COMPLETION DATE:** \_\_\_\_\_

**III. FEES:**

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

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

Dated: \_\_\_\_\_

**EXHIBIT K**

**PROPOSAL 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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## Attachment B: TEX Preliminary Recommendations

Measurement Type	Objective	Sampling Method	Costs
<b>Site Characterization:</b> One time sampling			
<b>Soil Samples</b> <a href="http://www.gmslab.com">http://www.gmslab.com</a> lead, chromium, arsenic, zinc, cadmium, copper, mercury and nickel	To determine if the area surrounding the waste transfer station experiences higher than average heavy metal concentrations	50 soil samples taken in evenly spaced transects radiating from the waste transfer station.	\$50 to \$250 per sample <b>Total= \$10,000</b>
<b>Stationary Monitoring:</b> Permanently installed monitoring stations to capture the daily, weekly and annual cycle of pollutants of interest. Measurements are taken continuously and can be utilized to determine periods and locations of high pollutant concentrations.			
<b>AQMesh Air Sensors</b> <a href="http://www.aqmesh.com">http://www.aqmesh.com</a> Nitric oxide, Nitrogen dioxide, Ozone, Temperature, Atmospheric pressure, Relative humidity, Particle count, Particulate Matter 2.5 microns, Particulate Matter 10 microns, Carbon monoxide, Sulphur dioxide	To determine if the area surrounding the waste transfer station experiences higher than average air pollutant concentrations	12 Station locations: North, East, West and South boundaries of facility. Four additional stations one block from operations in each direction. 1 station in Mason Park 1 station at ETHS 2 control stations in similar trafficked locations in Evanston (e.g. Dempster, Emerson)	\$15,000 per station  Total = \$180,000 -25% discount = <b>\$135,000</b>  Ongoing replacement cost \$2,000 per year  Total = \$24,000
<b>Mobile Sensors:</b> Mobile sensors allow for the quantification of an individual's exposure to an air pollutant (Exposure = Time x concentration). Additionally, mobile sensors engage the community in process of monitoring the areas air quality facilitating the transfer of results back to the community.			

<b>Air Beam</b> Particulate Matter 2.5	To access the level of exposure to particulate matter of a resident in the vicinity of the waste transfer station.	50 units distributed to residents of the area and high school students.	\$250 per unit  <b>Total = \$12,500</b>
<b>SPME Fibers</b> <b>(<a href="http://www.sigmaaldrich.com">http://www.sigmaaldrich.com</a>)</b> Volatiles, trace compound analysis, organic compounds	To determine the chemical constituents of the odor generated at the waste transfer station	20 Fibers: Fibers can be utilized to sample air during high odor days. Fibers are reusable and will be distributed to residents in the vicinity of the waste transfer station.	\$500 per unit  <b>Total = \$10,000</b>

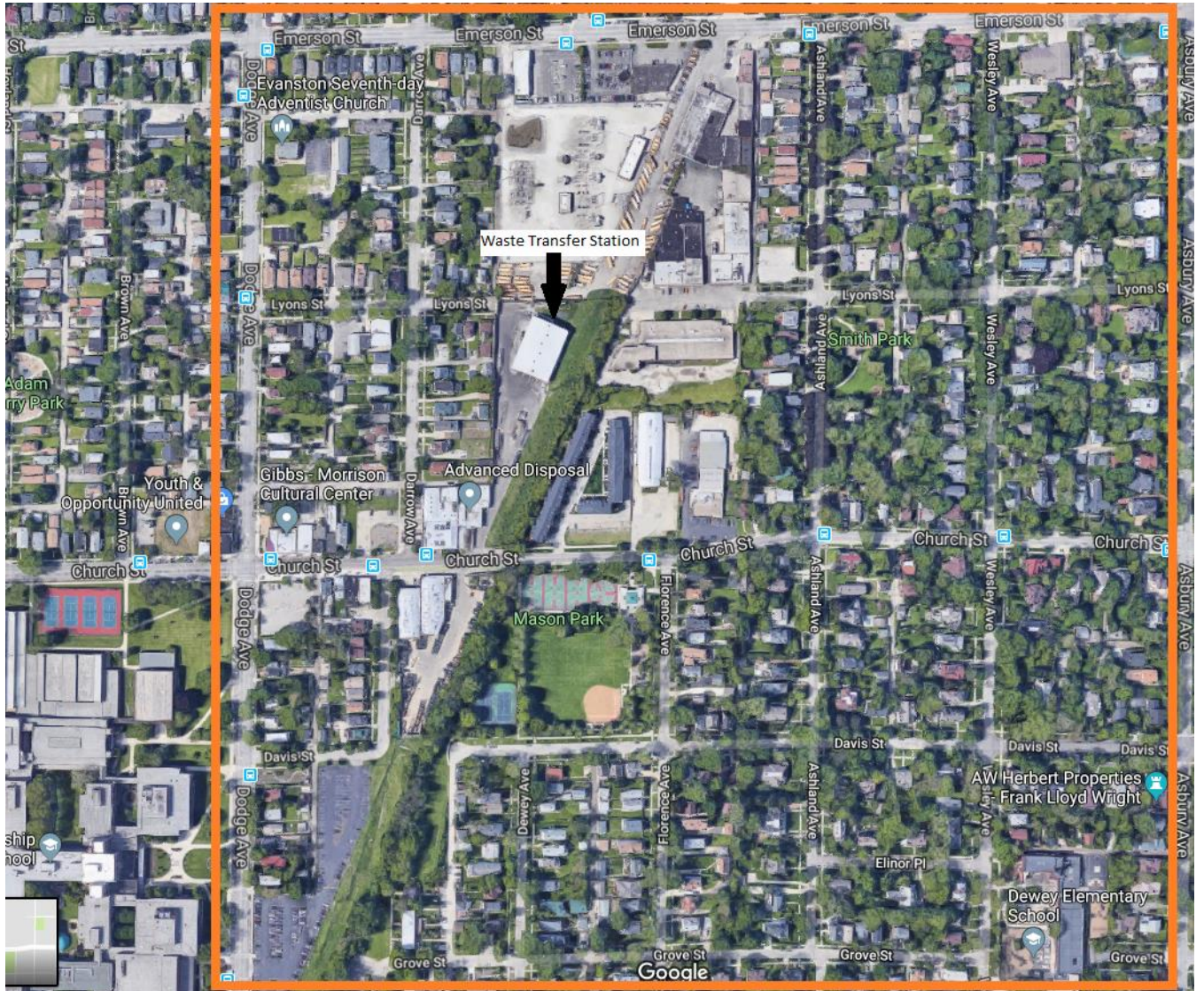
A review of the available literature identified the following potential pollutants associated with waste transfer stations:

- Heavy metals (e.g. Lead, Mercury) generated by the improper disposal of lightbulbs, batteries and electronics.
- Organic compounds released during decomposition
- Vehicle pollutants (e.g. Nitrogen dioxide, carbon monoxide) due to increased large vehicle traffic
- Particulate matter generated during transfer operations.

The following sensors and sampling techniques are recommended to characterize and monitor the levels of pollution being generated.

# Attachment A: Waste Transfer Station Target Area

The Target Area is the area included in the orange box. The Waste Transfer Station location is indicated by the black arrow.



# Attachment C: Church St. Waste Transfer Station Budget Survey Summary



## Overview

From August 22, 2016 through September 5, 2016 the City of Evanston sought public input on the community's priorities for budgeting the roughly \$1.2 million awarded to the City in a settlement with Advanced Disposal, the current operator of the Church Street Waste Transfer Station.

## Results

The 10-question survey allowed respondents to provide comments, which are found in the complete report. Almost all respondents reported that they were Evanston residents (95%). The trends from the survey were as follows:

- 96% of those living 2-4 blocks from the station agree with reducing rodents around the station
- 85% said they agreed with taking action to reduce rodent populations near the station, yet only 33% said they had seen rodents near or on the waste transfer station property
- 81% of respondents agreed or strongly agreed with developing a process to monitor environmental impacts of the station on the surrounding neighborhood periodically
- 60% of respondents said they experienced a bad odor near the station
- 52% of respondents agreed or strongly agreed with improved parking access at local community centers, the lowest agreement for any survey question.
- 44% of people living more than 7 blocks away said they agree with parking lot improvements
- 40% say they pass the transfer station on a regular basis
- 20% of all respondents disagreed with community garden, highest level of disagreement
- The second lowest agreement was for the development of a community garden, which also had the highest disagreement at 21%.
- 16% expressed concern about the facility hours of operation

There was the most support for increasing green space and natural areas, expanding and improving walking and pedestrian infrastructure, and improving and expanding park and recreational amenities.

Respondents who lived closest to the waste transfer station indicated in every instance a stronger level of agreement options concerning environmental and infrastructure impacts, as well as the amount of green space, walking infrastructure and recreation amenities. Those respondents listed more negative impacts from the station and were more interested, on average, in having a larger portion of funds spent on monitoring and evaluation than those living farther away.

Additional information regarding the survey and operations of the Church Street Waste Transfer Station can be found at [cityofevanston.org/sustainability](http://cityofevanston.org/sustainability). On the left hand navigation bar look for "Church Street Waste Transfer Station Information."