#### **CITY OF EVANSTON**

#### REQUEST FOR QUALIFICATIONS

**NUMBER: 21-45** 

For

**Evanston Shoreline Repairs** 

December 9, 2021



SUBMISSION DEADLINE: 2:00 P.M, January 11, 2022

PRE-SUBMISSION MEETING: Virtual, Non-mandatory

10:00 A.M., December 16, 2021

Google Meets ID

meet.google.com/ydx-ibcd-fqw Phone Number: 513-788-2044

PIN: 957 584 795#

## **ELECTRONIC BID SUBMITTAL:**

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

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

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# CITY OF EVANSTON NOTICE TO RESPONDENTS

Qualification statements will be received by the Purchasing Office until 2:00 P.M. local time on **January 11**, **2022**. Effective immediately, the City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Responses shall cover the following:

# Evanston Shoreline Repairs RFQ Number: <u>21-45</u>

The City of Evanston's Public Works Agency is seeking qualification statements from experienced firms to provide engineering services for improvements to portions of Evanston's Lake Michigan shoreline.

There will be a non-mandatory pre-submission meeting held virtually at 10:00 A.M. on Thursday, December 16, 2021. Interested parties can use the following link to access the meeting: <a href="meet.google.com/ydx-ibcd-fqw">meet.google.com/ydx-ibcd-fqw</a> or join by phone at 513-788-2044, PIN: 957 584 795#. All firms intending to submit a response for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project.

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

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.

Each Respondent shall be required to submit with his/her response 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 response.

Linda Thomas Purchasing Specialist

# CITY OF EVANSTON Request for Qualifications

#### 1.0 INTRODUCTION

### 1.1 Background Information

The City of Evanston is a general purpose municipal government located in Cook County, Illinois. It is a home rule unit, as defined in the 1970 Illinois Constitution, and operates under the Council/Manager form of government to provide for the health, safety and welfare of Evanston residents. A mayor, elected city-wide, and nine alderman elected by Ward, comprise the City Council. There are ten operating departments that provide a full array of services. The City has approximately 74,000 residents and a land area that covers 7.3 square miles. In addition to a vast array of programs and services, the City operates 48 buildings and 77 parks which provide a wide range of services, operations and public amenities. A comprehensive list of these assets and their locations is attached for reference.

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

The City of Evanston manages and maintains approximately 1.9 miles of public shoreline along Lake Michigan. Parks and beaches make up the majority of the shoreline with infrastructure elements such as the Evanston Water Plant and sections of Sheridan Road rounding out the adjacent public properties. In general the lakefront properties are considered to be some of Evanston's most iconic locations, setting the City apart from many of its suburban neighbors.

In recent years however, record high water levels combined with severe storms and intense wave action have resulted in significant damage to much of Evanston's lakefront revetment and groin systems. In 2020, conditions in some areas deteriorated to the point where significant flooding and loss of entire beaches occurred while loss of park land and permanent damage to several lakefront buildings was a potential threat. Additionally, some sections of the revetment system destabilized to the point that public safety in these areas was an immediate concern.

To address these issues, the City engaged coastal engineers in the spring of 2020 to evaluate the shoreline and design emergency improvements at four sites (Greenwood Beach, Elliot Park, Dempster Street Launch, and Garden Park) where the most urgent repair needs were identified. In the fall of 2020, the consulting engineer's work produced the <a href="Shoreline Implementation Roadmap">Shoreline Implementation Roadmap</a> (Roadmap) which serves as a guide for future improvements along the lake. The consulting engineer also produced construction documents for emergency improvements at the four urgent needs sites. This work was bid in the summer of 2020 and constructed in the fall of 2020 in advance of the 2020/2021 winter storm season.

Due to time and budget constraints, the emergency improvements at the four urgent needs sites consisted of limited revetment repairs and enhancements as well as the placement of temporary sand-filled, cellular geotextile shoreline protective barrier systems in areas particularly vulnerable to wave attack and flooding. It is anticipated that these temporary systems will have a relatively short lifespan (perhaps 3 to 5 years) and will ultimately need to be replaced with more permanent solutions. At this time the City intends to procure the services of a coastal engineering consulting team to design permanent shoreline stabilization solutions for all Group 1, 2, and 3 sites (Greenwood Beach, Elliott Park (north and south), Sheridan Road, Clark Square, Dempster Beach, Lee Street Beach (north and south), and Water Treatment Plant) as well as the Dog Park location as identified in the Roadmap.

#### 1.2 Anticipated Program

Consulting work on this project will occur in three separately awarded phases. Initially, the City intends only to award Phase 1 (Preliminary Engineering) services. Phase 2 (Final Engineering) and Phase 3 (Construction Engineering) will be awarded in the future as funding becomes available and at the City's discretion. It should also be noted that Phase 2 and Phase 3 assignments, if awarded, may be limited to individual project sites and/or groups of sites as funding permits. Consultant submissions, as a part of this procurement, must demonstrate suitable expertise in all three phases.

The scope of work contemplated for this procurement shall include all engineering services required to evaluate, design, permit, bid, and construct permanent shoreline solutions for all Group 1, 2, and 3 sites (Greenwood Beach, Elliott Park (north and south), Sheridan Road, Clark Square, Dempster Beach, Lee Street Beach (north and south), and Water Treatment Plant) as well as the Dog Park location consistent with the Roadmap. The selected consultant shall prepare all documents in the formats required by the City and shall adhere to all City deadlines so as not to impact the project schedule.

## 1.3 Available City of Evanston Data

- 1. Shoreline Implementation Roadmap
- 2. Record drawings of the 2020 emergency repair documents
- 3. AutoCAD survey data utilized in preparation of the 2020 emergency repair documents
- 4. 2019 aerial photography
- 5. City of Evanston staff project management and review of proposed solutions
- 6. Division 0 and select Division 1 specifications
- 7. Advertisement for the construction bid

#### 1.4 General Information

The contract term desired is to complete all Phase 1 work by March 31, 2023. Completion dates for Phase 2 and Phase 3 work will be determined once a scope(s) of work is established for those phases.

Contact with City personnel in connection with this RFQ shall not be made other than as

specified in this RFQ. Unauthorized contact of any City personnel may be cause for rejection of a response.

Prior to the submittal of a response, Respondents are advised to carefully examine

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

Respondents are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFQ. Responses shall be made in accordance with these instructions. Responses 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 Qualifications.

#### 2.0 SCOPE OF SERVICES

#### **Required Professional Disciplines**

- 1. Coastal Engineering
- 2. Civil Engineering
- 3. Structural Engineering
- 4. Geotechnical Engineering
- 5. Surveying (land-based and hydrographic)
- 6. Other (as determined by respondent)

## **Phase 1 – Preliminary Engineering (Initial Award)**

#### Task 1 – Surveying and Data Collection

The Consultant shall collect data and prepare land-based and hydrographic surveys as required for each project site to develop their design solution. Survey data shall be prepared in Civil3d format along with other digital formats as required for hydraulic modeling. The Consultant shall also collect additional site information, such as soil tests for structural characteristics, lake bed material composition, and CCDD designations as required to fully evaluate and determine design solutions. Any other required testing or data collection respondents believe is necessary to complete this task should be detailed in the response. Minimally this work shall include:

- a. Land-based and hydrographic surveys as required to develop design solutions
- b. Geotechnical data collection
- c. Other data collection as identified by respondent
- d. Coordination and meetings with City staff

## Task 2 – Site Evaluation and Engineering Studies

The Consultant shall evaluate each site and perform engineering studies such as hydraulic modeling and geotechnical evaluation to determine appropriate repair strategies and solutions. Any other evaluations or studies respondents believe are needed to fully address this task should be detailed in the response. Minimally this work shall include:

- a. Review of the site and Roadmap document
- b. Hydraulic modeling to evaluate and determine design parameters
- c. Geotechnical evaluation (such as CCDD, composition, bearing capacity, and other features) as needed to develop engineering solutions
- d. Other evaluation and study as identified by the respondent
- e. Coordination and meetings with City staff

#### Task 3 - Concept Design and Public Engagement

The Consultant shall prepare and present conceptual design alternatives for staff and public consideration at each of the project locations. Initially, multiple conceptual designs for each location shall be developed and presented. Following input, the concepts shall be refined and reduced in number if appropriate and again presented. Following further input, a final preferred concept design for each location shall be prepared and presented. Consultants should anticipate a minimum of five engagements with staff and three engagements with the public for this effort. Concept designs should include illustrative documents to visually describe the intended designs. Additionally, each concept design must include preliminary cost estimates to assist the City in weighing the costs and benefits of the various options. Minimally this work shall include:

- a. Preparation of concept design documents
- b. Preparation of preliminary cost estimates
- c. Coordination and meetings with City staff as required
- d. Public engagements (3 meetings total format to be determined)

## Task 4 – Preliminary Design and Regulatory Agency Engagement

The Consultant shall prepare preliminary design documents for each of the project sites. These documents shall include detailed drawings articulating the intended solutions including plans, sections, elevations, and details. The documents shall also include staging and phasing schematic drawings to better understand the anticipated construction requirements as well as detailed cost estimates. These documents shall be prepared through an iterative process working with the City. Consultants should anticipate two or three draft submissions to the City for review and comment prior to completing this task. This task shall also include preliminary engagements as needed with affected regulatory agencies (IDNR, IEPA, Army Corp of Engineers) to determine permitting concerns and requirements. Documents shall be modified as needed to address any potential concerns raised by these agencies. If respondents believe earlier engagement with these agencies is warranted they should indicate it and include it in their response. Minimally this work shall include:

- a. Preparation of preliminary design documents
- b. Preparation of detailed cost estimates
- c. Coordination and review with permitting agencies
- d. Coordination and meetings with City staff as required

#### Task 5 – Benefit Cost Analysis

The Consultant shall prepare individual Benefit-Cost Analysis (BCA) for each project site consistent with FEMA requirements and using FEMA's BCA Toolkit. The City intends to utilize this information to determine which, if any, sites qualify for construction funding through available FEMA programs. Minimally this work shall include:

- a. Collection of data and documentation required for BCA verification
- b. Preparation of FEMA compliant BCAs

c. Coordination and meetings with City staff as required

## Phase 2 – Final Engineering (Future Award Pending Available Funding)

## Task 1 – Construction Document Preparation

The Consultant shall prepare Construction Documents to fully articulate and define the intended design for bidding and construction. Minimally this work shall include:

- a. Prepare drawings, technical and bidding specifications and itemized cost estimates for construction of the improvements.
- b. Review draft construction documents with City staff, any affected regulatory agencies at 70% and 100% completion stages in order to obtain feedback and refine the documents.
- c. Provide design solutions that do not exceed the project budget. Modify the documents as needed to achieve this requirement including the use of add/deduct alternate items at the City's discretion.
- d. Coordination and meetings with City staff as required

## Task 2 – Bidding and Negotiations

The Consultant shall prepare documents, consisting of drawings, technical, bidding and contracting specifications and a final itemized cost estimate for bidding. Minimally this work shall include:

- a. Conduct a pre-bid meeting for prospective contractors to introduce them to the project and contract requirements.
- b. Address any questions submitted by prospective contractors during the bid process and prepare/issue bid addenda as required.
- c. Obtain copies of all bids received, review all bids, and submit written recommendations to the Owner for contract award.
- d. Coordination and meetings with City staff as required

#### Task 3 – Permitting

The Consultant shall prepare and submit permit applications required by each affected regulatory agency and make all corrections required by those agencies prior to the solicitation of bids. Minimally this work shall include:

- a. Preparation of permit documents
- b. Preparation of permit applications
- c. Meeting with permitting agencies
- d. Disposition of comments and modification of documents as required by permitting agencies
- e. Coordination and meetings with City staff as required

#### Phase 3 – Construction Engineering (Future Award Pending Available Funding)

#### Task 1 – Construction Administration

The Consultant shall provide a wide range of construction administration services. Minimally this work shall include:

- a. Prepare and distribute Construction Documents including incorporation of any bidding addenda and/or alternate bid item selections.
- b. Attend pre-construction meeting(s), pre-installation meetings and weekly progress meetings throughout the duration of the project in order to ensure that the work is

being performed in accordance with the Construction Documents. The Consultant shall prepare weekly progress reports documenting and summarizing the construction activities.

- c. Review and approve or take other appropriate action on Contractor submittals such as shop drawings, product data, samples and material approvals for conformance with the Construction Documents.
- d. Review and approve Contractor Requests for Payment and other related documents, including tracking of trailing lien waivers and certified payroll.
- e. Prepare Project Requests for Proposal, review Contractor Proposals, review and respond to Contractor Requests for Information, issue construction clarifications and supplemental instructions and/or drawings as required throughout the course of construction.
- f. Prepare Change Directives and/or Change Orders with supporting documentation, drawings, instructions and data as needed.
- g. Conduct inspections to determine Substantial and Final Project completion including preparation, distribution and review of Project punch lists, review and consolidation of warranties and related documents required by the Construction Documents as assembled by the Contractor and approval of final payment upon compliance with the requirements of the Construction Documents.
- h. Prepare and submit electronic As-Built Documents reflecting finished construction conditions including all documents created for project construction (AutoCAD/Civil 3D and PDF for drawings, Microsoft Word and PDF for specifications, submittals, O&M manuals, and shop drawings).
- i. Conduct a post-construction inspection eleven months after project completion and prepare a warranty repair report for the installing contractor.
- j. Coordination and meetings with City staff as required

#### Task 2 – Construction Engineering

The Consultant shall provide on-site construction engineering services for the duration of construction. Full or part-time construction engineering services will be determined based on the specific scope of work contemplated. Minimally this work shall include:

- a. Daily field observations of work activities
- b. On-site coordination with the construction contractor to address field identified issues
- c. Construction testing/verification of work elements
- d. Assistance with public engagement, outreach and coordination
- e. Assembly and delivery of construction reports, logs, submittals, data, and other relevant information.
- f. Coordination and meetings with City staff as required

#### 3.0 INSURANCE

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

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

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

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

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

#### 4.0 SUBMITTAL REQUIREMENTS

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

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

#### A. Cover Letter

The cover letter will include the following:

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

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

- All respondents shall describe other contracts (at least 5, but no more than10) 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. Project Approach

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

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

#### D. Project Manager(s) and Key Project Personnel

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

#### E. Contract

The City has attached its standard contract in Exhibit L. 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 Respondent's response.

#### F. Completeness of Response Statement

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

#### G. Contract Forms

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

#### 5.0 ADDITIONAL SUBMISSION REQUIREMENTS

Not Used.

#### 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 writina Tammi Purchasing in to Nunez Manager at tnunez@cityofevanston.org.

#### 7.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFQ. A review committee will review

in detail all responses that are received. During the evaluation process, the City may require a Respondent's representative to answer questions with regard to the response 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 Respondent.

- A. Qualifications and Expertise
- B. Project Approach
- C. Organization and Completeness of Response
- D. Willingness to Execute the City'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 to the RFQ 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 responses, and to request written clarification of responses and supporting materials from the Respondent.

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 Qualifications.
- B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Qualifications.
- 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 responses in order to clarify certain elements. All responses 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 responses 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 response 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 Qualifications. No other factors or criteria not listed in this RFQ shall be used in the evaluation.

#### 9.0 PROPOSED SCHEDULE

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

1.	RFQ issued	<u>December 9, 2021</u>
2.	Non-mandatory Pre-Submission Conference	<u>December 16, 2021</u>
3.	Last Day to submit questions	<u>December 23, 2021</u>
4.	Final Addendum Issued	January 4, 2022
5.	RFQ Submission Due Date	January 11, 2022
6.	City Council Award of Contract	March 14, 2022
7.	Contract Effective	<u>April 4, 2022</u>
8.	Phase 1, Task 1 Completion	June 3, 2022
9.	Phase 1, Task 2 Completion	August 26, 2022
10.	Phase 1, Task 3 Completion	<u>December 16, 2022</u>
11.	Phase 1, Task 4 Completion	March 31, 2023
12.	Phase 1, Task 5 Completion	<u>March 31</u> , <u>2023</u>
13.	Phase 2 and Phase 3 Completion	To Be Determined

#### 10.0 QUESTIONS REGARDING RFQ

All questions related to this RFQ should be submitted in writing to Linda Thomas, Purchasing Specialist at <a href="mailto:lithomas@cityofevanston.org">lithomas@cityofevanston.org</a> with a copy to Stefanie Levine, Senior Project Manager at <a href="mailto:slevine@cityofevanston.org">slevine@cityofevanston.org</a>.

#### 11.0 GENERAL TERMS AND CONDITIONS

#### A. Confidentiality

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

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

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

### B. Withdrawal of Response

Responses 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. Respondents who withdraw their response prior to the designated date and time may still submit another response 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 Respondent. This page shall then be attached to these documents and submitted at the same time as the response. 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 response.

#### 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 submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the response therein. Failure to acknowledge any addenda may cause the response to be rejected. Addenda information is available over the internet at <a href="City of Evanston Notices & Documents">City of Evanston Notices & Documents</a> or <a href="www.demandstar.com">www.demandstar.com</a>, or by contacting the Purchasing Office, 847-866-2935.

#### F. Term

The contract is until March 31, 2023. 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 responses, the City of Evanston requires all Respondents including owners or employees to investigate whether a potential or actual conflict of interest exists between the Respondent and the City of Evanston, its officials, and/or employees. If the Respondent discovers a potential or actual conflict of interest, the Respondent must disclose the conflict of interest in its response, 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 its own, disqualify the disclosina Respondent consideration. Information provided by Respondent in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the response process.

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

#### K. Protests

Any actual or prospective Respondent, 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 Respondent 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 response submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or response deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a Respondent 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 Respondent, 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 Respondent, by submitting a response to this RFQ, 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 Respondent 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 Respondent's actions. Each Respondent, by submitting a response to this RFQ, 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 Respondent's response shall be disclosed by the Respondent.

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

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

#### N. Sub-contractors

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

## O. Contact with City Personnel

All Respondents 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 Respondent 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 Respondent prior to the execution of a contract. This includes costs incurred by the Respondent as a result of preparing a response to this RFQ.

# **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".

APPL	ICANT NAME:	
APPL	ICANT ADDRESS:	
TELE	PHONE NUMBER:	
FAX N	NUMBER:	
( )	CICANT is (Check One) Corporation Partnership Sole Owner Association	
Other	-()	
Please	se answer the following questions on a separate attached sheet if necess	sary.
	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 3% of the proportionate ownership interest and the percentage of sha (Note: Corporations which submit S.E.C. form 10K may substitute that material required herein.)	to or in excess of areholder interest.

1c.	(Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each here (Note: Corporations which submit S.E.C. form 10K may substitute that statement for material requested herein.)						
	SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE						
2a.	The name, address, and percentage of interest of each partner whose interests therein whether limited or general, is equal to or in excess of 3%.						
2b.	Associations: The name and address of all officers, directors, and other members with 3% or greater interest.						
	SECTION 3 - TRUSTS						
3a.	Trust number and institution.						
3b.	Name and address of trustee or estate administrator.						
3c.	Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.						
	<del> </del>						

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

4a.		rests disclosed in Section 1, 2, or 3 are being held by an agent name and address of principal.
4b.	other "holding" entity not	Section 1,2, or 3 is being held by a "holding" corporation or an individual, state the names and addresses of all parties interest in that "holding" corporation or entity as required in 2(b).
4c.	party, give name and add	any interest named in Sections 1,2, 3, or 4 is held by another ress of party with constructive control. ("Constructive control" ed through voting trusts, proxies, or special terms of venture of
	e not withheld disclosure of current.	any interest known to me. Information provided is accurate
Date		Signature of Person Preparing Statement
		Title
ATTE	ST: Notary Public	
Com	mission Expires:	(Notary Seal)

# **EXHIBIT B**

# **ADDITIONAL INFORMATION SHEET**

# **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 Diddon/Dunnoun if the Diddon/Dunnoun in an Individual)
(Name of Bidder/Proposer if the Bidder/Proposer is an Individual) (Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)
The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this day of, 20
Notary Public
Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.

#### **Exhibit D**

### **ACKNOWLEDGEMENT OF UNDERSTANDING**

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

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

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

# Exhibit E

# ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

	, being first duly sworn,
depo	oses and savs that he is
_	(Partner, Officer, Owner, Etc.)
of _	(D. )
	(Proposer)
or slinding not comment that continued interest The	party making the foregoing proposal or bid, that such bid is genuine and not collusive, ham; that said bidder has not colluded, conspired, connived or agreed, directly or ectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has in any manner, directly or indirectly, sought by agreement or collusion, or munication or conference with any person; to fix the bid price element of said bid, or of of any other bidder, or to secure any advantage against any other bidder or any person ested in the proposed contract.  undersigned certifies that he is not barred from bidding on this contract as a result of a riction for the violation of State laws prohibiting bid-rigging or bid-rotating.
	(A) (B):11 (f) (B):11 (f) (B):11 (f)
	(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)
	( ranne er erneer in and Eraaer is a cerperanerly
The	above statements must be subscribed a sworn to before a notary public.
Subs	scribed and Sworn to this day of, 20
 Nota	ry Public
Com	nmission Expires:
Failu the b	ure to complete and return this form may be considered sufficient reason for rejection of oid.

#### **EXHIBIT F**

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

A City of Evanston goal is to provide contracting and sub-contracting 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 <a href="http://www.cityofevanston.org/business/business-diversity/">http://www.cityofevanston.org/business/business-diversity/</a> (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 was 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 Sub-contractor 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

l do h	ereb	y certify that					
		Out out of	- 0 -			e of firm) inten	
partic	ipate	e as a Sub-contractor o	r Ge	eneral Contractor	on the project	reterenced above.	
This f	irm i	s a (check only one):					
		Minority Business l controlled by a min				•	d and
	<del>-</del>	Women's Business controlled by a wor				•	d and
		Evanston Based E of one year and wh					imum
Total	prop	oosed price of response	è		\$		
Amou	nt to	be performed by a M/	W/E	BE	\$		
Perce	Percentage of work to be performed by a M/W/EBE%						
Inform	Information on the M/W/EBE Utilized:						
Name	:						
	Ph	one Number					_
	Sig	nature of firm attesting	to p	articipation			
	Titl	e and Date					_
Pleas	e att	tach					
1.	<ol> <li>Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:</li> </ol>			priate			
		Cook County Federal Certification City of Chicago	_ _		ness Enterprise	National Council elopment Council	

2. Attach business license if applying as an EBE

# Exhibit H

# M/W/EBE PARTICIPATION WAIVER REQUEST

I am		of		, and I have a	authority to
	(Title)	(N	ame of Firm)		
execute	this certification o	on behalf of the firm	. I		do
				(Name)	
hereby	certify that this firn	n seeks to waive al	or part of this M	//W/EBE paritcipation	goal
for the f	ollowing reason(s	):			
(CHEC		PPLY. SPECIFIC	SUPPORTING	DOCUMENTATION	MUST BE
	1. No M/W/	EBEs responded to	our invitation to	bid.	
	2. An insuffi	cient number of firr	ns responded to	our invitation to bid.	
	For #1	& 2, please provi	de a narrative d	describing the outre	ach efforts
	from yo	ur firm and proof	of contacting	at least 15 qualified	M/W/EBEs
	prior to	the bid opening.	Also, please	attach the accompa	inying form
	with no	tes regarding con	tacting the Ass	ist Agencies.	
	3. No sub-c	ontracting opportur	ities exist.		
	Please pro	ovide a written	explanation of	why sub-contract	ing is not
	feasible.				
	4. M/W/EBE	participation is im	practicable.		
	Please pro	ovide a written e	xplanation of	why M/W/EBE part	icipation is
	impractical	ole.			
Therefo	ore, we request to	waiveof the	25% utilization g	oal for a revised goal	of%.
Signatu	re:	(Signature)		Date:	

# **EXHIBIT I**

M/W/EBE Assistance Organizations ("Assist Agencies") Form

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

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

## **Exhibit J** FIRM EXPERIENCE TABLE

1:-40.	Firm Experience W		
		cluding Project Name, Client Org	ganization,
Work Type	Client 1	Number, and Email Address Client 2	Client 3
Similar coastal engineering improvement projects	Onent 1	Offerit 2	Onent o
Permitting experience with IDNR, IEPA and Army Corp of Engineers			
Experience with BCA preparation			

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

**Note 2:** Provide firm experience references for the prime consultant **and** sub-consultants. **Note 3:** Experience on projects with the same sub-consultants is desirable.

# Exhibit K PROJECT TEAM EXPERIENCE TABLE

Client / Location (Year) <sup>1</sup>	Project Type	Included similar coastal engineering improvements? (yes/no)	Included BCA preparation? (yes/no)	Included public engagement? (yes/no)	Public Sector Client? (yes/no)	Project Manager <sup>2</sup>	Key Team Member #1 <sup>2</sup>	Key Team Member #2 <sup>2</sup>	Reference Contact Information <sup>3</sup>

#### **Exhibit L**

## **Professional Services Agreement Acknowledgement Page**

The City has attached its standard professional services agreement as an exhibit to this RFP. Identify all exceptions to the agreement that would prevent your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response. Please check one of the following statements: I have read the professional services agreement and plan on executing the agreement without any exceptions. My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made. \*\*\*Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work. List exceptions in the area below: Authorized Company Signature: Name: Typed/Printed

Date:

Name and Title:

#### Exhibit L

## Consultant Certification and Verification Addendum

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

CONSULTANT	:
Ву	
Its:	
FEIN Number:	
Date:	

# Exhibit L



# CITY OF EVANSTON PROFESSIONAL SERVICES AGREEMENT

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

SEI VIC	DES TOT
	[Insert name of the project]
	("the Project")
	RFP Number: XX-XX
corpo referr office Comp	THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this for, 20, between the City of Evanston, an Illinois municipal pration with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter ed to as the "City"), and <code>[Insert Professional Service Provider's name here]</code> , with s located at <code>[Insert address here]</code> , (hereinafter referred to as the "Consultant"). Deensation for all basic Services ("the Services") provided by the Consultant pursuant to terms of this Agreement shall not exceed <code>\$[Insert fee here]</code> .
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. shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

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

The Consultant shall obtain prior approval from the City prior to sub-

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

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

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

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

- **B.** Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services; (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.
- **C. Default.** Any one of the following events shall be deemed an event of default hereunder by Consultant, subject to Consultant's right to cure:
  - 1. Failure to perform the Services as defined in Paragraph A above and contained within Exhibit A;
  - 2. Failure to comply with any other of the General Provisions contained within this contract.

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

**D. Termination.** City may, at any time, with or without cause, terminate this

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

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

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

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the

City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seg.

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 III. 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.

K. **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. limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its sub-contractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

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

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

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

proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

- M. 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.
- N. No Assignments or Sub-contracts. Consultant shall not assign or sub-contract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.
- O. 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.
- Ρ. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any 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.

- Q. 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.
- R. 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.
- **S. 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.
- T. 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.
- U. 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.
- V. 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.
- **W.** Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

#### VI. EQUAL EMPLOYMENT OPPORTUNITY

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

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

- **A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.
- **B.** That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

#### VII. SEXUAL HARASSMENT POLICY

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

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

#### VIII. CONSULTANT CERTIFICATIONS

- **A.** Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fails to be or remain in compliance with the Agreement, the City may void this Agreement.
- **B.** Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.
- **C.** If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

- **D.** Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).
- **E.** In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.
- **F.** Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- **G.** If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.
- **H.** Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

#### IX. INTEGRATION

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

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

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

CONSULTANT:	CITY OF EVANSTON 2100 RIDGE AVENUE EVANSTON, IL 60201
Ву	By:
Its:	Kelley A. Gandurski Its: Interim City Manager
FEIN Number:	Date:
Date:	Approved as to form:
	Ву:
	Nicholas E. Cummings Its: Corporation Counsel

Revision: November 2021

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

	EXHIBIT A to that certain Consulting Agreement dated between the City o ston, 2100 Ridge Avenue, Evanston, Illinois, 60201("City") and
•	nsultant") sets forth the Commencement and Completion Date, Services, Fees, and bursable Expenses as follows:
l.	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 M**

# RESPONSE SUBMITTAL LABEL (If Applicable)

SUBMITTAL NUMBER:	 
SUBMITTAL NAME:	 
-	
SUBMITTAL DUE DATE/TIME: _	 
COMPANY NAME:	 
COMPANY ADDRESS:	 
COMPANY TELEPHONE #:	 





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smithgroup.com



# 1. EXECUTIVE SUMMARY

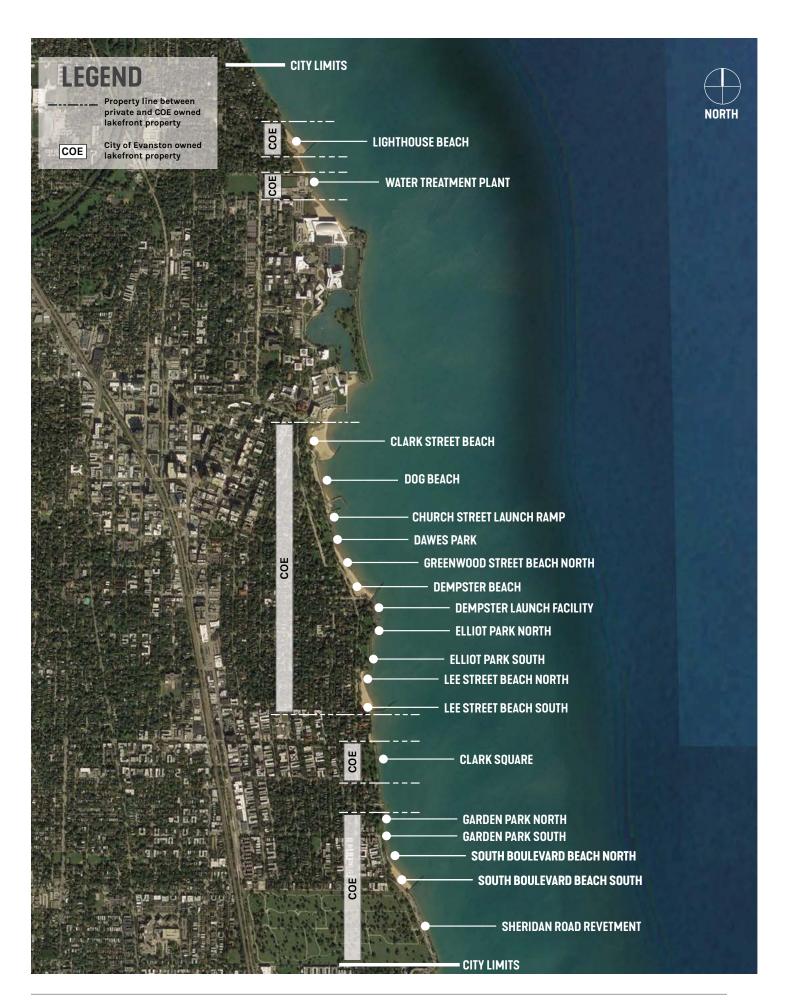
During the winter of 2019/20, the City of Evanston, along with many other communities around the Lake Michigan coastline, was subjected to a series of damaging storm events with high winds and large waves resulting in flooding, erosion and lakefront property damage. The recent storms were exacerbated by historic high water levels, which have continued throughout 2020, and are expected to persist at above average levels through the winter of 2020/21. Anticipating further damaging storms, the City has conducted a condition assessment and prioritization of the publicly-owned lakefront shore protection features and developed this guidance document, which contains recommendations for short and midterm resilience measures.

Observations from the condition assessment identified several areas of concern along Evanston's lakefront. The primary method of protection is a series of rubblemound revetments which were installed during the 1980s in response to a previous episode of record-high water levels. Issues requiring either short- or mid-term interventions include loss of revetment section, insufficient freeboard, armor stone displacement and/or disintegration, and exposure of more easily erodible foundation materials.

The most urgent needs that were identified during the assessment and prioritization process have begun to be addressed through procurement of shoreline improvements and temporary flood protection (Public Bid 20-36). This document describes a series of potential interventions to be considered in the medium-term (approximately 2021-2025), which build from Goal 1 of the City's Lakefront Master Plan: "Establish practices and policies to preserve and enhance the lakefront's natural environment". These interventions are categorized as:

- Temporary and/or Non-Capital Intensive;
- Capital: Rehabilitation of Existing Structures; and
- Capital: New Structures and Features.

The overarching philosophy of the potential future improvements is to protect the shoreline and keep the lakefront as a community asset that is usable and accessible to residents. A component of this is to provide adequate protection that allows for the maintenance and improvement of multi-use trails, and supports the City's preferred recreational, cultural, and educational programming, including enhancement of natural habitat areas.



# 2. CONDITION ASSESSMENT

On March 11, 2020, SmithGroup conducted a shoreline condition assessment with staff from the City of Evanston. Field observations focused primarily on the physical condition of the shoreline protection features at each site. Surrounding site conditions were observed, and City staff shared anecdotal information about the history and performance of the protection structures. The information collected was used to qualitatively classify each shoreline into one of five categories with a respective numeric value.

The numeric values and description of each category are as follows:

- NEW OR EXCELLENT CONDITION | Structure appears new and/or has consistently uniform slopes and grades, with very few obvious signs of degradation.
- MINOR DEFECTS ONLY | Approximately 90% of the structure has uniform slopes and grades, with occasional and sporadic cases of degradation.
- MODERATE DETERIORATION | Approximately 75% of the structure has uniform slopes and grades. Deterioration observed impacts the section integrity at multiple locations.
- SIGNIFICANT DETERIORATION | Approximately 50% of the structure has uniform grades and slopes. Deterioration is impacting section integrity at multiple locations, and underlying materials or foundations are exposed.
- VIRTUALLY UNSERVICEABLE | Less than 25% of structure has uniform grades and slopes. Deterioration is impacting section integrity at most locations, such that structure has essentially failed.

Table 1a presents a summary of the physical condition rating for each location, and indicates the observed issues with respect to the shore protection features. Table 1b presents similar information with respect to the adjacent parklands and beaches.

Table 1a: Condition Assessment Summary (Shoreline Protection Features)

PARK NAME	CONDITION RATING	SECTION LOSS	NARROW / NO CREST PROTECTION	EXPOSED UNDERLAYER	STEEP REVETMENT SLOPE	EXPOSED SHEET PILE WALL	OVERTOPPING
Sheridan Road Revetment	3	Х	Х	Х	Х		Х
South Boulevard Beach - South	2	Х	Х				
South Boulevard Beach - North	2	Х	Х				
Garden Park - South	2	Х	Х	Х			
Garden Park - North	4	Х	Х	Х	Х	X	Х
Clark Square	3				Х	X	
Lee Street Beach - South	2						
Lee Street Beach - North	2		Х				Х
Elliot Park - South	3	Х		Х	Х		Х
Elliot Park - North	2	Х			Х		Х
Dempster Launch Facility	4	Х	х		Х		Х
Dempster Beach	2						
Greenwood Beach - North	4	Х	Х	Х	Х		
Dawes Park	2	Х	Х	Х			
Church Street Launch Ramp	1						
Dog Beach	2	Х	Х				
Clark Street Beach	2						
Lighthouse Beach	2						
Water Treatment Plant	2						

#### **Table Definitions:**

Section Loss: Obvious loss of material resulting in deviation from general slopes and grades.

Narrow Crest: Appears to have less than 2 x average stone diameter width at crest.

Exposed Underlayer: Smaller sized bedding or underlayer stone is clearly visible without armor stone protection.

Steep Revetment: Lakeward slope of revetment appears to be at approx. 1:1 or steeper.

Overtopping: Visual evidence of recent wave overtopping (debris, small rocks, flattened vegetation on land side).

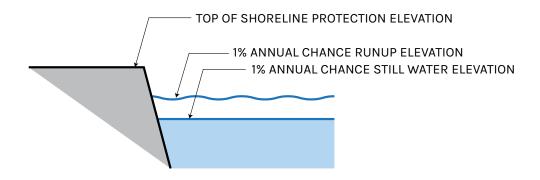
Table 1b: Condition Assessment Summary (Parkland & Beaches)

PARK NAME	CONDITION RATING	EROSION	FLOODING / PONDING	DAMAGED GABIONS	MARGINAL DRY BEACH WIDTH	EXPOSED H-PILE WALL	GRAVEL/ STONE BUILD-UP	SAND TRANSPORT
Sheridan Road Revetment	3							
South Boulevard Beach - South	2	Х					Х	
South Boulevard Beach - North	2	X			Х			
Garden Park - South	2	X						
Garden Park - North	4	X						
Clark Square	3	X		Х				
Lee Street Beach - South	2	X						
Lee Street Beach - North	2			X	Х	Х		
Elliot Park - South	3	X	Х					Х
Elliot Park - North	2							
Dempster Launch Facility	4		Х					Х
Dempster Beach	2				Х			Х
Greenwood Beach - North	4	X			Х		Х	
Dawes Park	2							
Church Street Launch Ramp	1							Х
Dog Beach	2							
Clark Street Beach	2		Х					
Lighthouse Beach	2				Х		Х	
Water Treatment Plant	2							



# 3. VULNERABILITY ASSESSMENT

The vulnerability of high water flood risk at each of the existing shoreline locations was assessed by defining the likelihood that the shoreline would be overtopped by high lake levels or wave runup. It compares the approximated top of shoreline protection elevation to the estimated 1% annual chance flood elevations, developed as part of FEMA's "Great Lakes Coastal Flood Study." The diagram below shows the relationship between these elevations. Extreme low water levels can cause vulnerability in specific structures, but those structures are not found on Evanston's shoreline. High water levels were studied only.



Freeboard is calculated by finding the difference between the top of shoreline protection elevation and 1% annual chance of wave runup and still water elevations. Freeboard calculations are divided into categories in the tables below. Category 1 has the least likely chance of overtopping while category 4/5 (respectively) has the highest likelihood to overtop shoreline protection. Categories 3 through 5 (highlighted in red) in the wave runup table below indicate the shoreline protection elevation is below the water surface elevation.

FREEBOARD = TOP OF
SHORELINE PROTECTION ELEVATION

TOP OF
SHORELINE PROTECTION ELEVATION

Table 2a: 1% Annual Chance Wave Runup

Note: The greater category number between table 2a and 2b is used in the 'Likelihood' column in Table 3.

FREEBOARD	CATEGORY
Greater than 1 foot	1
1 to -1 feet	2
-1 to -3 feet	3
-3 to -5 feet	4
Below -5 feet	5

Table 2b: 1% Annual Chance Still Water

FREEBOARD	CATEGORY
6 feet or greater	1
4 to 6 feet	2
4 to 6 feet	3
Less than 2 feet	4

In addition to the condition and likelihood ratings, a level of importance or "usage" rating for each site was provided by the City of Evanston. Usage ratings were determined by Public Works Agency and Parks and Recreation staff representing several City functions, and provide a measure of criticality based on type of infrastructure being protected, as well as frequency and intensity of use. A usage rating of 5 is most critical with high use. The usage ratings are provided in the summary table below.

An overall weighted ranking was calculated by adding the condition rating (weighted with a factor of 0.5), with likelihood and usage ratings (each weighted with a factor of 0.25). The overall weighted rankings are shown in Table 3 below and the map on the following pages.

+ (Condition) x 0.5 + (Likelihood) x 0.25 (Usage) x 0.25

Overall Ranking

Table 3: Overall Weighted Ranking Summary

PARK NAME	SHORELINE Type	CONDITION (50%)	USAGE (25%)	LIKELIHOOD (25%)	OVERALL Ranking
Greenwood Beach - North	Beach	4	5	2	3.8
Elliot Park - South	Revetment	3	4	5	3.8
Dempster Launch Facility	Revetment	4	4	3	3.8
Garden Park - North	Revetment	4	2	4	3.5
Sheridan Road Revetment	Revetment	3	5	3	3.5
Clark Square	Revetment	3	2	4	3.0
Dempster Beach	Beach	2	5	3	3.0
Water Treatment Plant	Wall	2	5	3	3.0
South Boulevard Beach - North	Revetment	2	2	4	2.5
Garden Park - South	Revetment	2	2	4	2.5
Lee Street Beach - South	Revetment	2	3	3	2.5
Lee Street Beach - North	Wall	2	3	3	2.5
Elliot Park - North	Revetment	2	3	3	2.5
Dog Beach	Revetment	2	4	2	2.5
Clark Street Beach	Beach	2	3	3	2.5
Lighthouse Beach	Beach	2	4	2	2.5
Church Street Launch Ramp	Wall	1	5	3	2.5
South Boulevard Beach - South	Beach	2	2	3	2.3
Dawes Park	Revetment	2	3	2	2.3



## SHERIDAN ROAD REVETMENT



Individual stones in the revetment have deteriorated, disintegrated, or been dislodged leaving gaps in the crest, which allow waves to reach Sheridan Road during storms.

#### SOUTH BOULEVARD BEACH



Significant erosion has occurred at South Boulevard Beach resulting in exposed cobble and rubble.

## **GARDEN PARK**



Waves overtop the narrow revetment at the north end of Garden Park, causing damage on the landside.

## **CLARK SQUARE**



The gabions (stone-filled wire baskets) behind the armor stone and sheetpile are deteriorating, and overtopping water washes the smaller stone into the park and causes erosion.

## **LEE STREET BEACH**



The concrete wall and gabions have been exposed at the north end of Lee Street Beach, where there is very little dry beach width. The gabions are in poor condition, with several broken wire baskets.

# **ELLIOT PARK - SOUTH**



The revetment at Elliot Park is in poor condition, with a low, narrow crest and several examples of disintegrated stone fragments, which are easily dislodged during storms.

#### **ELLIOT PARK - SOUTH**



Waves overtopping revetment has caused erosion along the edge of the park and undermines stability of the revetment.

#### **ELLIOT PARK - NORTH**



Revetment is steep and many stones appear unstable.

# **DEMPSTER STREET FACILITY**



Dunes have deteriorated and substantial amounts of sand has been transported towards the Launch Facility

## **GREENWOOD BEACH**



Revetment protecting the bathroom building at Greenwood Beach has reached the end of it's useful life. Armor stone has deteriorated and been displaced.

#### DAWES PARK



At the northern end of Dawes Park the revetment crest is relatively wide and the individual stones in reasonable condition. However, the crest here is lower than in other parts of the system.

#### **CHURCH STREET LAUNCH RAMP**



Significant sand build up at the boat launch ramp and driveway.

## **DOG BEACH**



Revetment stone has been augmented with smaller pieces of broken concrete. There appear to be significant gaps between the revetment stones.

# **CLARK STREET BEACH**



Sand displacement has caused low spots on the beach for water to collect as well as higher elevation dune features. This is a common phenomenon at wider beaches in the area (for example Montrose Beach in Chicago)

## LIGHTHOUSE BEACH



Significant stone and gravel buildup was present at the lower portion of beach profile

# **5. URGENT NEEDS**

Engineering judgment based on the results of the vulnerability assessment in combination with City of Evanston input was utilized to understand the types of vulnerabilities, frequency of use, and impact of loss of use of the area immediately adjacent to the shoreline to determine the Overall Weighted Rating. All sites with an overall weighted rating of 3 or greater were evaluated to determine feasibility of implementing short-term repairs.

From this evaluation, 5 urgent needs sites have been identified along the Evanston shoreline as requiring immediate repair to protect both accessibility and functionality of the shoreline.



- 1. GREENWOOD BEACH NORTH
- 2. ELLIOT PARK SOUTH
- 3. DEMPSTER LAUNCH FACILITY
- 4. GARDEN PARK NORTH
- **5. SHERIDAN ROAD REVETMENT**

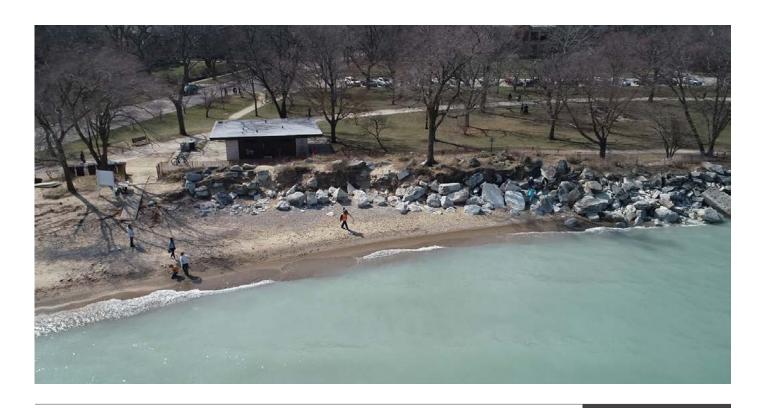
#### **GREENWOOD STREET BEACH - NORTH:**

Condition: Narrow dry beach width with a relatively steep beach profile above the water line. Significant bluff damage with a near vertical scoured slope, above head high, with scattered large stone lakeward of the bluff. Cobble and gravel size material are also present near the water line. Scoured bluff presents a potential safety concern to pedestrian in the vicinity of the toe of slope. Low beach crest and width can be easily overtopped during storm events.

- Recommendation Revetment stabilization and temporary flood barriers
  - Stabilize and add new armor stone to the revetment immediately in front of the building.
  - Install temporary flood protection (e.g. "TrapBag" barriers) extending south from revetment to limit overtopping damage, and reduce wind-blown sand transport.

In the future, consider dune establishment and/or permanent barrier to reduce overtopping at the beach, and new structure north of the beach to hold larger beach.





## **ELLIOT PARK - SOUTH:**

Condition: Loss of stone on slope and at the top of bank resulting in significant overtopping of the shoreline and flooding of the adjacent park and facilities. Overtopping results in erosion of the landward side of the revetment, transport of sand and other debris into the adjacent park facilities and ponding of water in large portions of the park. Scour at the landward limit of the revetment has the potential to undermine the revetment while the other impacts of overtopping present a maintenance and potential safety concern to park users.

- Recommendation Revetment stabilization and temporary flood barriers
  - Stabilize existing armor stone above the water line
  - Install temporary flood protection (e.g. "TrapBag" barriers)
     extending from north end of Lee Street Beach to approx. mid-point of Elliot Park

In the future, full revetment rehabilitation likely required.



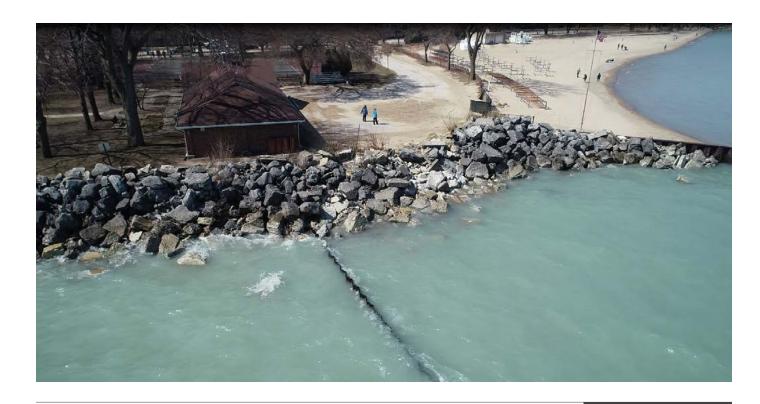


## **DEMPSTER STREET LAUNCH FACILITY:**

Condition: Loss of stone on slope and at the top of bank resulting in significant overtopping of the shoreline and flooding of the adjacent park and facilities. Overtopping results in transport of sand and other debris into driveway and the potential of flooding operations facilities existing for lower frequency storm events.

- Recommendation Revetment Rehabilitation
  - Place armor stone on top of the underlayer along the slope as well as at the top of bank
  - Increase the height of the top of bank protection
  - Establish slopes of 2:1 or flatter





## GARDEN PARK - NORTH:

Condition: Loss of stone on slope and lack of top of bank protection resulting in steepened shoreline profile and the potential for significant and frequent overtopping at north end of the park. Erosion to vegetated areas landward of the existing revetment have occurred exposing the presence of a sheet pile wall landward of the existing revetment. Overtopping during storm events presents a potential for frequent repair of vegetated space landward of the shoreline.

- Recommendation Revetment Rehabilitation (Northern Portion)
  - Place new armor stone and underlayer on the land side to increase the height and width of the revetment crest.





#### **SHERIDAN ROAD REVETMENT:**

Condition: Loss of stone on slope and at the top of bank resulting in significant overtopping of the shoreline and exposure of erodible materials. Shoreline is subject to further erosion which may present a risk to roadway stability if erosion continues. Overtopping during storm events presents a potential safety risk to motorists and pedestrians that utilize the sidewalks and roadway immediately adjacent to the shoreline.

- Recommendation Revetment Rehabilitation:
  - Fill gaps in existing protection along the slope and top of bank with smaller stone to establish an underlayer
  - Place of armor stone on top of the underlayer
  - Establish slopes of 2:1 or flatter.

Note: This portion of Sheridan Road is under IDOT jurisdiction. Recommend entering dialogue with IDOT to schedule revetment rehabilitation. Consider temporary flood barriers if water levels remain elevated and rehabilitation is delayed.



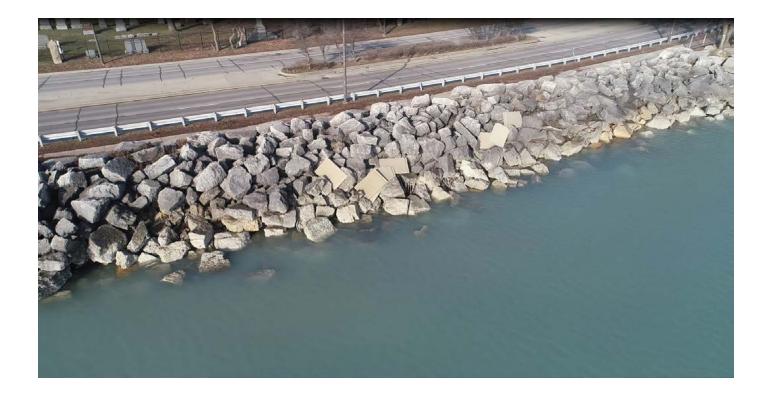


Table 4: Urgent Needs Implementation

PRIORITY	LOCATION	REVETMENT STABILIZATION AND REPAIR	TEMPORARY FLOOD PROTECTION
1	Greenwood Beach North	Regrade slope, add armor stone, and stabilize revetment at restroom, 100LF	Install temporary flood barriers, 400 LF
2	Elliot Park South	Stabilize armor stone revetment, 500LF	Install temporary flood barriers, 550 LF
3	Dempster St. Launch Facility	Rehabilitate revetment with new armor stone, 100 LF	N/A
4	Garden Park North	Rehabilitate revetment with new armor stone, 120 LF	N/A
5	Sheridan Road	Stabilize revetment and add new armor stone (full length). [Note: In discussion with IDOT, no 2020 work anticipated]	TBD



Figure 1-1 Erosion at Greenwood Beach (March 2020)



Figure 1-2 Flooding at Elliot Park (April 2020)

Of the 5 sites identified, Greenwood Beach and Elliot Park in particular, are experiencing critical public safety and degradation issues. As seen in the images below, the revetment at Greenwood Beach has been severely eroded and Elliot Park is experiencing significant flooding and damage to its revetment. In addition to some revetment rehabilitation in critical areas, easily deployable, temporary flood barriers are warranted as a short-term solution to reduce further erosion, flooding, and damage to the shoreline. The barriers are recommended to be put in place for 1-2 seasons until lake levels are lower and the City is able to implement longterm and more permanent protections

# 6. FUTURE SHORELINE IMPROVEMENTS

The most urgent needs that were identified during the assessment and prioritization process have begun to be addressed through procurement of shoreline improvements and temporary flood protection (Public Bid 20-36). This section describes potential interventions to be considered in the mediumterm (approximately 2021-2025), which build from Goal 1 of the City's Lakefront Master Plan: "Establish practices and policies to preserve and enhance the lakefront's natural environment". For the purposes of evaluation these interventions were grouped into the following three categories:

#### TYPE 1: TEMPORARY AND/OR NON-CAPITAL INTENSIVE IMPROVEMENTS

- Solutions related to temporary and/or long-term changes in operations;
- Modified and/or new maintenance activities; and
- Installation of temporary features (e.g. flood protection barriers) that can reduce vulnerability until such time as permanent improvements can be implemented.

#### TYPE 2: CAPITAL - REHABILITATION OF EXISTING STRUCTURES

- Repair and rehabilitation of existing structures; and
- Enhancement of existing features (e.g. beach nourishment).

#### TYPE 3: CAPITAL - NEW STRUCTURES AND FEATURES

- Addition of new shore protection features;
- Addition of lakefront features to increase access and usage;
- Public engagement features (not specifically adding to shoreline protection, but enhancing public use of lakefront).

The following tables show a summary of the more suitable options for each site, along with options that could potentially be considered. Descriptions of the considered improvements follow the summary tables.

Table 5: Temporary and/or Non-capital intensive improvements

PARK NAME	SHORELINE TYPE	OVERALL RANKING	PROGRAM RELOCATION	TEMPORARY BARRIER	REVETMENT VEGETATION MANAGEMENT	DUNE MANAGEMENT	DUNE RESTORATION	TRAP BAG PLANTING
Greenwood Beach - North	Beach	3.8	-	•			•	$\Diamond$
Elliot Park - South	Revetment	3.8		•	Х			
Dempster Launch Facility	Revetment	3.8			Х			
Garden Park - North	Revetment	3.5			Х			
Sheridan Road Revetment	Revetment	3.5		<b>♦</b>	Х			
Clark Square	Revetment	3.0		<b>♦</b>	Х			<b>\langle</b>
Dempster Beach	Beach	3.0		<b>♦</b>				
Water Treatment Plant	Wall	3.0		•				
South Boulevard Beach - North	Revetment	2.5			Х		<b>\langle</b>	•
Garden Park - South	Revetment	2.5			Х			
Lee Street Beach - South	Revetment	2.5					•	<b>\langle</b>
Lee Street Beach - North	Wall	2.5	+	<b>♦</b>	Х		<b>\$</b>	•
Elliot Park - North	Revetment	2.5		•	Х			
Dog Beach	Revetment	2.5			Х			
Clark Street Beach	Beach	2.5	+		Х	•		<b>\langle</b>
Lighthouse Beach	Beach	2.5				•		
Church Street Launch Ramp	Wall	2.5						
South Boulevard Beach - South	Beach	2.3	+				•	•
Dawes Park	Revetment	2.3			Х		<b>\Q</b>	<b>♦</b>

	POTENTIAL CONSIDERATION +	ADD PROGRAM - ELEMENT	REMOVE PROGRAM X ELEMENT	CONTINUOUS PROGRAM ELEMENT
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Table 6: Capital Shoreline Improvements – Rehabilitation of existing structures

PARK NAME	SHORELINE TYPE	OVERALL RANKING	TRAPBAG & Concrete	REVETMENT REHABILITATION	NEW RIP-RAP	BEACH NOURISHMENT	PERCHED BEACH	GEO-TUBE
Greenwood Beach - North	Beach	3.8		•	•		$\Diamond$	$\Diamond$
Elliot Park - South	Revetment	3.8		•				
Dempster Launch Facility	Revetment	3.8	<b>\langle</b>	•				
Garden Park - North	Revetment	3.5	•	•				
Sheridan Road Revetment	Revetment	3.5	<b>♦</b>	•				
Clark Square	Revetment	3.0	•	•				
Dempster Beach	Beach	3.0				<b>\Q</b>		
Water Treatment Plant	Wall	3.0	•	•				
South Boulevard Beach - North	Revetment	2.5		•				
Garden Park - South	Revetment	2.5		•				
Lee Street Beach - South	Revetment	2.5			•			
Lee Street Beach - North	Wall	2.5			•		<b>\langle</b>	<b>\langle</b>
Elliot Park - North	Revetment	2.5		•				
Dog Beach	Revetment	2.5	•	•		<b>\Q</b>		<b>\$</b>
Clark Street Beach	Beach	2.5	•					
Lighthouse Beach	Beach	2.5						
Church Street Launch Ramp	Wall	2.5						
South Boulevard Beach - South	Beach	2.3						
Dawes Park	Revetment	2.3		•				

• SUITABLE  $\Leftrightarrow$  POTENTIAL CONSIDERATION

Table 7: Capital Shoreline Improvements – New structures and features

PARK NAME	SHORELINE TYPE	OVERALL RANKING	HEADLAND	GROIN	ENGAGEMENT FEATURE	BOARDWALK RAMP	SEAWALL ACCESS
Greenwood Beach - North	Beach	3.8	•	•			<b>\$</b>
Elliot Park - South	Revetment	3.8		<b>\langle</b>	<b>\$</b>	<b>\$</b>	
Dempster Launch Facility	Revetment	3.8					
Garden Park - North	Revetment	3.5			<b>♦</b>	<b>♦</b>	
Sheridan Road Revetment	Revetment	3.5			<b>\$</b>		
Clark Square	Revetment	3.0			<b>♦</b>	<b>♦</b>	
Dempster Beach	Beach	3.0		<b>\Q</b>			
Water Treatment Plant	Wall	3.0					
South Boulevard Beach - North	Revetment	2.5			<b>♦</b>	<b>\langle</b>	<b>\langle</b>
Garden Park - South	Revetment	2.5					<b>\langle</b>
Lee Street Beach - South	Revetment	2.5			<b>♦</b>	<b>♦</b>	
Lee Street Beach - North	Wall	2.5	<b>\Q</b>				
Elliot Park - North	Revetment	2.5	<b>\Q</b>		<b>\Q</b>	<b>\langle</b>	
Dog Beach	Revetment	2.5				<b>\langle</b>	<b>\langle</b>
Clark Street Beach	Beach	2.5			•	<b>♦</b>	<b>\langle</b>
Lighthouse Beach	Beach	2.5			<b>♦</b>	<b>♦</b>	
Church Street Launch Ramp	Wall	2.5			•		
South Boulevard Beach - South	Beach	2.3	<b>\$</b>	<b>\Q</b>	<b>♦</b>	<b>\$</b>	
Dawes Park	Revetment	2.3		•	<b>♦</b>	<b>\Q</b>	<b>\Q</b>

• SUITABLE  $\diamond$  POTENTIAL CONSIDERATION

### 7. POTENTIAL IMPROVEMENT TYPOLOGIES

#### PROGRAM RELOCATION:

This option is useful as either a temporary or permanent non-capital option, and involves activating other (better protected) areas of the lakefront for programmed or individual recreation. For example, some beaches offer greater recreation space during periods of high water or until more permanent shore protection measures can be implemented. Generally, this option needs to be considered in conjunction with public education and messaging, and some degree of change management to help for a smooth transition.

#### TEMPORARY BARRIER:

Deploying pre-stocked barriers (typically concrete "Jersey" barriers) in areas that are away from direct wave attack but that can keep overtopping water away from critical infrastructure is a common seasonal operation that can be utilized during periods of high water, or until more permanent shore protection measures can be implemented.



Image 7-2 Temporary Concrete barriers at 67th Street, Chicago

#### TRAPBAG WITH PLANTINGS:

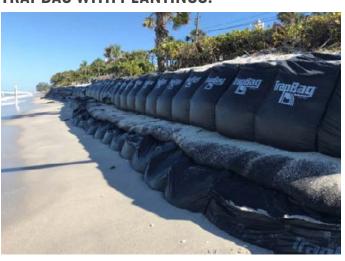


Image 7-1: Trapbag - Sand-filled & Planted

"TrapBag" (with planting): There are several proprietary products that can be deployed by public works staff and/or community volunteers that provide a semi-permanent barrier against wave run up and erosion. Some of the systems allow for supplemental planting to increase resiliency. "TrapBag" is one such product, that comprises fabric cells which can be filled with sand or other material. Multiple heights are available (2-, 4-, and 6-foot).

### **TYPE 1: TEMPORARY AND/OR NON-CAPITAL INTENSIVE**

#### HABITAT OBSERVATION & EDUCATION



Image 7-3 (credit Shedd Aquarium): Habitat Restoration

Increased natural habitat areas allow for habitat observation and education opportunities along the Lakefront. The habitat area would need a large, connected space to flourish, avoiding small patch habitats separated from one another. Crowd control measures will help create and sustain a biodiverse habitat. From the 2008 Lakeshore Master Plan, the community was in favor of more educational programming along Lake Michigan.

#### **BEACH SIGNAGE:**

As implementation begins along the lakeshore, signage will be necessary to communicate the ongoing efforts to the public. A cohesive lakeshore-wide signage program introduces an opportunity to teach the community about the Great Lakes, natural habitats, and observable annual changes.



Image 7-4: Beach Management Signage

#### **DUNE MANAGEMENT:**

Areas such as Lighthouse Beach where successful dune restoration has taken place are demonstrating greater resiliency, as well as increased habitat value. Dunes that are populated with well-adapted native grasses will recover more quickly from storm damage and help to accrete sand that will become sacrificial protection against future storms. A simple technique to help preserve existing dunes is to restrict unfettered public access through the use of signage and simple rope barriers. Dune restoration can be implemented at dune areas without existing vegetation. A small scale restoration with volunteers or stewardship opportunities would be considered non-capital, while a major restoration would be a capital improvement.

#### TRAPBAG (CONCRETE FILLED):

A "TrapBag" filled with concrete is able to withstand more energetic wave attacks, in comparison to being filled with sand and planted as described in non-capital improvements.



Image 7-5: Trapbag - Concrete Filled

#### **ARMOR STONE REVETMENT REPAIR:**

Armor Stone Revetment Rehabilitation: Rebuilding the existing revetments to a thicker and flatter revetment provides a more dissipative structure along the shoreline to reduce wave runup and overtopping. The existing revetment can be made more robust by adding underlayer and armor stone to a flatter slope, extending lakeward from the existing crest, and restoring crest widths and heights.



Image 7-6: Revetment Rehabilitation

#### **NEW RIP-RAP:**

New Rip-Rap: Installing new rip-rap at sites without a revetment would stabilize the shoreline in an area which shows active erosion. This serves to hold the shoreline in it's current position, but requires consideration for access to the waterfront, views and safety for pedestrians. New stone is placed along the slope in a 2-layer system to dissipate wave energy that causes erosion and to a height to limit wave runup and overtopping.

#### LIVE-STAKE DUNE RESTORATION:

A large scale dune restoration including live staking woody plants and grasses will significantly lengthen the life of the dune and improve its ability to fight wave energy. Rope fencing and signage to the public is important in the early stages of the vegetation planting.



Image 7-7: Large Scale Dune Restoration

### **TYPE 2: CAPITAL - REHABILITATION OF EXISTING STRUCTURES**

#### **BEACH NOURISHMENT:**

Importation and placement of sand to create a natural buffer and recreational amenity along the shoreline. Typically, placed at areas with existing beach, but also can be used to raise elevations of beaches submerged by high waters. Short to near term protection of the shoreline as wave action and high waters transport sediment.



Image 7-8: Beach Nourishment Process

#### **PERCHED BEACH:**

Similar to Beach Nourishment involving the importation and placement of sand, but also includes a structural sill or toe at the lakeward limit of placement to allow for the beach to be raised to a desired elevation over a shorter cross-shore distance.

#### **GEOTUBE GEOSYNTHETIC:**

Geotube: Geosynthetic, non-permeable structure often constructed of tubular cells connected together to form a shore stabilization structure. They can be filled with sand and have multiple applications such as groin structures, buried seawalls, sills, or breakwaters. They are susceptible to damage due to Ultraviolet exposure or cuts and abrasion. When used in short term stabilization, geotubes can be removed and sand filled left in place to nourish the shoreline.

#### **HEADLAND:**

Short protruding structure that protects pocket beach from direct wave attack.



Image 7-9: Headland

#### **SEAWALL:**

Some communities have utilized larger, more robust shore protection facilities (e.g. around the Shedd Aquarium in Chicago), which offer protection from storm damage as well as proximity to the water's edge.



Image 7-10: Seawall

#### **GROIN:**

Shore perpendicular structures (typically stone or sheet pile) that help to slow down littoral transport.

#### **OVERLOOK PIER:**

Additional local points of entry to the beach area with a boardwalk will increase a sense of accessibility to the waterfront. This will be especially important as barriers become taller to protect the shoreline.

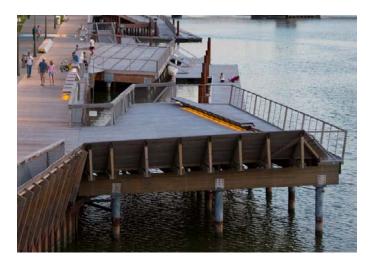


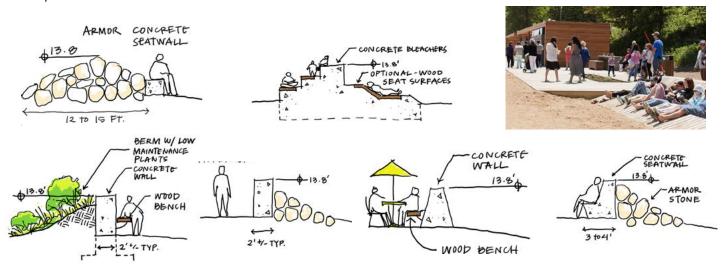


Image 7-11: Overlook Structure

### **TYPE 3: CAPITAL- NEW STRUCTURES AND FEATURES**

#### **BEACH SEATING & PAVILION:**

Seating and shaded areas to rest can be built into the shoreline protection measures and become an asset to the parks or beaches.



Images 7-12: Seat wall configurations

#### **PLAY ON BARRIER:**

The edge made by sloped dunes and tall armor stone create an opportunity to incorporate in play activities without creating an entire playground. A low rope climb nestled in sand and vegetation creates an informal place for nature discovery. A slide tucked within the armor stone creates surprise and wonder when it's discovered. Studies would need to be conducted to determine safety precautions and best locations.

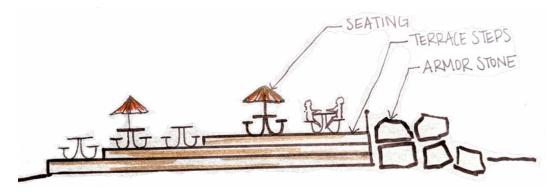




Images 7-13 (credit Go Green Copenhagen, New York Times): Example play elements

#### **PICNIC TERRACE:**

Building up elevation with picnic terraces is another way to visually engage the community with the waterfront while also providing a memorable amenity.



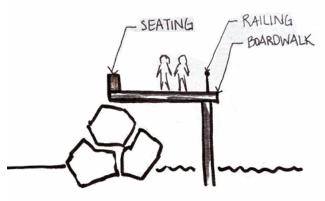
Images 7-14: Picnic terrace

#### **BOARDWALK:**

This element to the lakefront invites people who aren't comfortable swimming to experience being on the water. The materials used would need to be able to handle the freeze/thaw cycle of the Midwest or be a temporary style that can be easily removed and stored annually.



Images 7-15: Permanent boardwalk



### TYPE 3: CAPITAL- NEW STRUCTURES AND FEATURES (CONTINUED)

### 8. CAPITAL INVESTMENT PLAN

The table below categorizes each site into Groups. Group 1 represents projects that should be considered in the near term while Group 5 captures sites to be planned for in the long term. A potential implementation schedule (funding dependent) is shown for each group. In some cases, lower priority park segments are grouped together with a neighboring, higher ranking segment for implementation efficiency. The most urgent needs that were identified during the assessment, except the Sheridan Road Revetment as coordination with IDOT is needed, are scheduled to be completed in 2020 and are represented in the urgent needs column in the table below.

Table 8: Capital Investment Table

PARK NAME	SHORELINE Type	OVERALL Ranking	URGENT NEEDS*	GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5
Greenwood Beach - North	Beach	3.8	\$206,500		\$3,360,000			
Elliot Park - South	Revetment	3.8	\$188,900	\$1,688,000				
Dempster Launch Facility	Revetment	3.8	\$214,800					
Garden Park - North	Revetment	3.5	\$136,200					
Sheridan Road Revetment	Revetment	3.5	N/A	\$3,375,000				
Clark Square	Revetment	3.0				\$1,575,000		
Dempster Beach	Beach	3.0			\$920,000			
Water Treatment Plant	Wall	3.0				\$220,000		
South Boulevard Beach - North	Revetment	2.5					\$1,238,000	
Garden Park - South	Revetment	2.5					\$563,000	
Lee Street Beach - South	Revetment	2.5				\$200,000		
Lee Street Beach - North	Wall	2.5				\$403,000		
Elliot Park - North	Revetment	2.5		\$1,688,000				
Dog Beach	Revetment	2.5						\$1,988,000
Clark Street Beach	Beach	2.5						\$540,000
Lighthouse Beach	Beach	2.5					\$225,000	
Church Street Launch Ramp	Wall	2.5						\$338,000
South Boulevard Beach - South	Beach	2.3			_		\$360,000	
Dawes Park	Revetment	2.3						\$900,000
			2020	2021-23	2023-24	2025-26	2027-28	2029-30

The following pages detail estimated cost ranges (2020 price level, excluding "soft" costs) for each group are listed, along with a brief description of the suggested improvement and potential park enhancements. Groupings are recommended based on priority and geography and extend over a 12 year period.

<sup>\*</sup> Urgent needs costs are based on Shoreline Improvements contract approved by City Council on August, 10, 2020

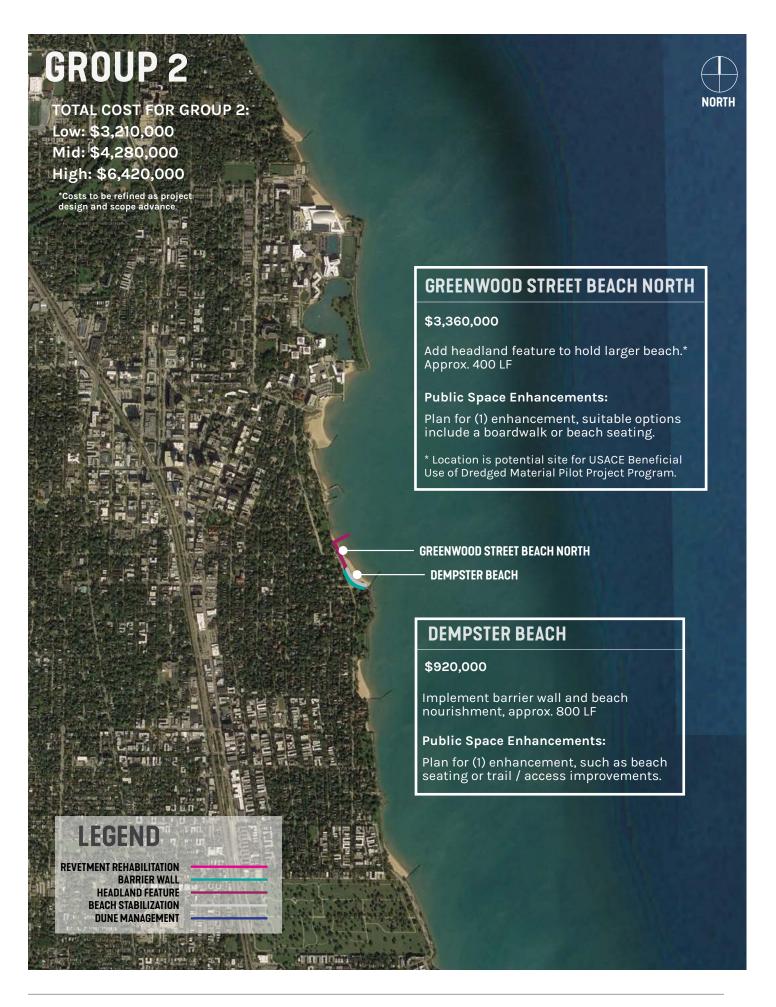
#### **NOTES ON ESTIMATED COSTS**

Estimated costs are given per group. Each group estimate does not include soft costs such as engineering, design, permitting, construction administration, or bond payments. Costs are calculated based on linear footage of recommended repairs based on 2020 information. For budgeting purposes, the additional public space enhancements could be estimated at \$250,000 per enhancement (individual costs will vary). Assuming one public enhancement is budgeted for each site, the total additional construction cost would be approximately \$4 million. Costs on the previous pages do not take potential partnerships into consideration.

Cost ranges are based on the following criteria:

- Low End: Completing larger sections of repairs at once will drive down the linear foot costs. For example, completing an entire section of revetment rehabilitation at once will bring down costs when compared to completing one half one year and the other half the following year.
- Mid Range: This cost is calculated using current bid pricing information.
- High End: Many factors including scope increase, material price volatility, and the potential for including agency-mandated requirements from the permit process have the potential to drive up costs.











#### PARTNERSHIP OPPORTUNITIES

Given the position of Evanston's lakefront within the broader context of the nationally significant Great Lakes system, there are likely several potential partnership opportunities that may assist the City in embarking on a strategic program to address the capital improvement needs. While by no means exhaustive, the following sections describe some of the types of agencies and groups that could play a role in the long-term stewardship of the lakefront system.

Funding Source Due Date Suitable Sites

#### **FEDERAL**

■ FEMA Building Resilient Infrastructure and Communities (BRIC)	Opens Sep. 30	All sites are suitable
Coastal Management Grant Program	No Grants in 2020	All sites are suitable
■ Land and Water Conservation Fund	May 1	To be studied
■ Recreational Trails	May 1	To be studied
■ Sport Fish Restoration - Piers of Access	Feb. 1 or Oct. 1	To be studied
■ FEMA 406 Program	Rolling	Contingent on disaster declaration
■ Transportation Alternatives Program	January	To be studied
<ul> <li>Transportation Alternatives Program</li> <li>Boating Infrastructure Grant Program, Tier I or Tier II</li> </ul>	January June 1	To be studied  To be studied

Funding Source Due Date Suitable Sites

#### STATE & LOCAL

■ IDNR Open Space Lands Acquisition and Development Grant	June 1	All sites are suitable
■ IDNR Park and Recreational Facilities Construction Program	December 1	All sites are suitable
■ IDNR Boat Access Area Development Grant Program	October 2, 2020	Church Street Launch Ramp or Dempster Launch Facility
■ IDOT Surface Transportation		Sheridan Road

### PHILANTHROPIC, ADVOCACY OR OTHER

■ Great Lakes Protection Fund	Rolling	South Boulevard Beach, Lighthouse Beach, Greenwood Beach to be studied
■ NFWF National Coastal Resilience Fund		To be studied
■ MWRD Green Infrastructure Partnership Opportunity Program		To be studied
■ Joyce Foundation		To be studied
Alliance for the Great Lakes		To be studied
■ Chi-Cal Fund		To be studied

# 9. APPENDIX - SUMMARY OF EXISTING SHORELINE CONDITIONS

### SHERIDAN ROAD

- Revetment slopes vary starting out steep at the southern end, shallow in the middle and steep again at the northern end
- Crest protection is minimal at southern end and increases moving north with varying degrees of section loss throughout
- Crest stones are significantly larger than the rest of the stone in the revetment



### **SHERIDAN ROAD**



Image 1: Varying revetment slope



Image 2: Widening crest protection moving north



Image 3: Section loss in crest protection



Image 4: Varying stone sizes along revetment slope

### **SOUTH BOULEVARD BEACH**

- Beach appeared to be in good condition with some stone and gravel buildup throughout
- Significant erosion was observed at embankment before transitioning to rock revetment
- Rock Revetment between beach and Garden Park has a 1 stone wide or no discernible crest



# **SOUTH BOULEVARD BEACH**



Image 1: Stone and gravel buildup on beach



Image 2: Significant erosion at embankment

### **GARDEN PARK**

- Crest protection was only present along a portion of revetment
- Significant section loss and exposed underlayer were observed throughout revetment
- Erosion caused by overtopping/ stormwater was apparent on the backside of the revetment



### **GARDEN PARK**



Image 1: Varying width in crest protection



Image 3: Erosion and exposed sheet pile wall at back of revetment



Image 2: Exposed underlayer and section loss throughout revetment

# **CLARK SQUARE PARK**

- Revetment stone appears to be stacked in front of wall at near vertical slope
- Some section loss was observed throughout revetment crest
- 1 layer of gabions visible on the back side of a steel sheet pile wall, several were damaged



# **CLARK SQUARE PARK**



Image 1: Revetment stone stacked at near vertical slope



Image 2: Section loss in revetment crest



Image 3: Damaged gabions on back side of sheet pile wall

# LEE STREET BEACH

- Elevated beach profile was observed at the southern end of beach
- <2 feet of h-pile and concrete panel wall was exposed at north end where beach narrows
- Gabions at toe of exposed wall were damaged



# LEE STREET BEACH



Image 1: Lee Street Beach width



Image 2: Exposed h-pile and concrete wall



Image 3: Damaged gabions along wall

### **ELLIOT PARK**

- Revetment crest varies from 5'+ in height to 2-3' moving north
- Revetment slopes were steep to near vertical with some noted displaced stone
- Significant landscape damage and erosion was observed on backside of revetment, previous flooding in park was noted by the City



# **ELLIOT PARK**



Image 1: Steep revetment slope



Image 3: Small stones covering beach



Image 2: Significant landscape damage and displaced stone

# **DEMPSTER STREET FACILITY**

- Significant signs of sand transport into driveway from beach
- Minor flooding in building was noted by the City



Source: GIS

# **DEMPSTER STREET FACILITY**



Image 1: Sand transport into driveway



Image 2: Sand transport into driveway

### **GREENWOOD BEACH**

- Northern portion of beach is narrow with limited dry beach width and some gravel/stone buildup
- Large slope failure of bluff, approximately 7' in height, was observed at northern limit of beach
- Larger stone was scattered in bluff and at toe of bluff slope failure



# **GREENWOOD BEACH**



Image 1: Gravel and stone buildup on beach



Image 2: Large slope failure with scattered stone

### **DAWES PARK**

- Revetment crest at southern end of park was narrow or not apparent
- Revetment crest widens and becomes lower moving north



### **DAWES PARK**



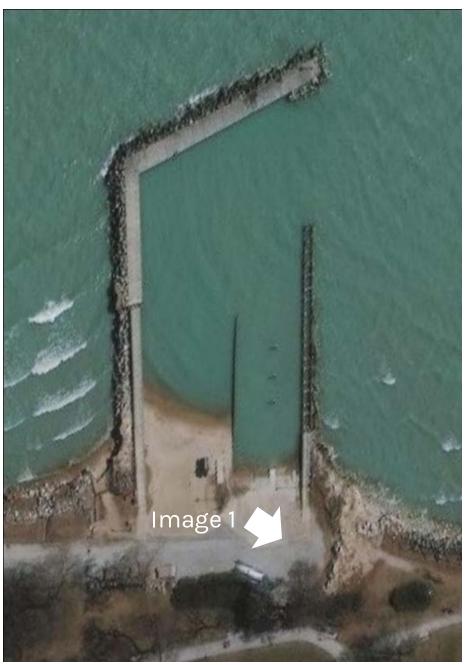
Image 1: No significant revetment crest



Image 2: Widening revetment crest

### **CHURCH STREET LAUNCH**

 Significant sand buildup was observed on ramp and driveway



Source: GIS

### **CHURCH STREET LAUNCH**



Image 1: Sand buildup at driveway

#### **DOG BEACH**

- Variable amount of stone was present at the revetment crest
- Section loss and exposed underlayer were observed in several locations along revetment slope
- Note: Beach area was submerged during inspection, and condition/ vulnerability refer to protective revetment, not condition of the actual beach.



Source: GIS

### **DOG BEACH**



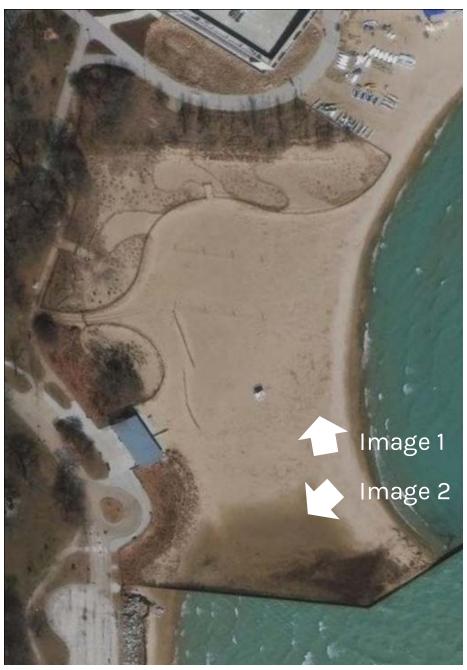
Image 1: Variable amount of stone at revetment crest



Image 2: Section loss and exposed underlayer

### **CLARK STREET BEACH**

- Beach appeared to be in good condition overall
- Ponding was observed on the southern corner of the beach adjacent to steel sheet pile, source of water is unknown and does not dry



Source: GIS

### **CLARK STREET BEACH**



Image 1: Beach in overall good condition



Image 2: Ponding observed at southern corner of beach

### **LIGHTHOUSE BEACH**

- Marginal dry beach width was available, beach narrows moving north
- Significant stone and gravel buildup was present at lower portion of beach profile



Source: GIS

### **LIGHTHOUSE BEACH**



Image 1: Marginal dry beach width



Image 2: Significant stone buildup and beach narrowing

### Design a Better Future

### **SMITHGROUP**

smithgroup.com 312.641.0770 35 E Wacker Drive Suite 900

Chicago, IL 60601

#### Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- Instant access to bids, quotes and RFPs
- Automatic notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to quickly view the contractual terms and scope of work
- All the forms and documents you need in one place
- Access to more government bids in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

#### **1 REGISTER**

Go to:

https://www.demandstar.com/registration

#### Create an Account with DemandStar

You are one step away from picking your free government agency

#### **Email Address**

Your email address here

#### **Company Name**

Your company name here

☐ I accept the DemandStar Terms of Use and Privacy Policy

Next

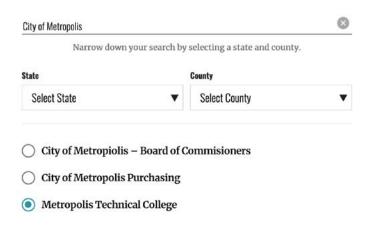


#### 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



Receive full access to the government agency of your choice and receive advance notifications of new opportunities.



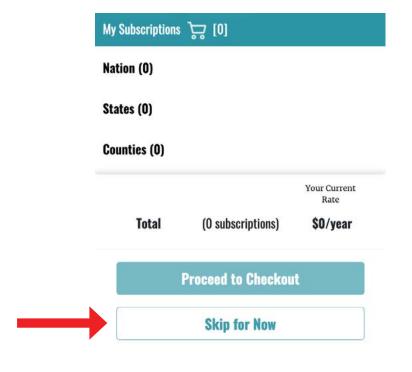
#### **3 CHECK OUT**

Check out with your **FREE AGENCY**Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen Metropolis Technical College as your free agency.

Add additional government agencies below for \$25 per County,

Statewide and National subscriptions available.



SIGN UP

Visit www.demandstar.com





### Introduction

To submit a bid electronically (e-bidding) on DemandStar

 The project MUST be setup for e-bidding by the government agency advertising the opportunity

Bid Identifier	Agency Name	Bid Status	<b>Broadcast Date</b>	Date Due ▼	Name	Actions	
RFP-2019-01- 0-2019/df	Town of Malabar	Active	5/15/2019	15/31/JIIIU	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details	
EBID- 20190077-0- 2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2010	Purchase Breaching "Backpa Gas Masks and Gas Mask Cartridg s for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details	

### How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list "e-bidding" as an available "ACTION" when you look at the project details

## In order to do e-bidding

1. Click on "E-bidding" in the actions column

Bid Identifier	Agency Name	Bid Status	<b>Broadcast Date</b>	Date Due ▼	Name	Actions	
RFP-2019-01- 0-2019/df	Town of Malabar	Active	5/15/2019		Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details	
EBID- 20190077-0- 2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019		E-Bidding, Planholders, Download/Order, Details	

## In order to do e-bidding

Enter you contact information and enter in all required fields

Note: You **MUST** put a number of the "BID AMOUNT" box. However, that number can be 0 so as to allow for a more detailed descriptions of your bid through your uploaded documents.

#### **Contact Information**

*indicates r	equired fields	
Company Name *  Address 1 *		Sample DBE Company
		509 Olive Way
	Address 2	
	City *	Seattle
	State *	WA - Washington ▼
	Postal Code *	98101
	Phone *	2063739233
	Fax	2063739233
	Country *	United States of America ▼
>	Bid Amount *	0
	Alternate Bid Amount	
	Notes	

### In order to do e-bidding

 In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.

#### **Required Documents**



The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online) and which ones you will submit directly to the agency (offline).

**Agency Required Documents** 

<u>Document</u>	None	Online/ Electronic	Offline/ Manual	<u>Not</u> submitting
-	•	✓	=#	•
Bid Reply				
Checklist		•	$\circ$	
<u>Subcontractor List</u>				
<u>Current Workload, List of Projects and Completion Dates</u>		•	0	$\circ$
Questionnaire				
Drug Free Workplace Form	•		$\bigcirc$	

### In order to do ebidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents

#### **E-Bid Response Documents**

Agency Name City of Port St. Lucie, Procurement Management Department

Bid Number EBID-20190077-0-2019/HF

Bid Name Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant

Funded

Bid Due Date 5/31/2019 3:00:00 PM Eastern time Bid Opening 14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

#### **Agency Accepted File Formats**



Adobe Acrobat (\*.PDF)
Microsoft Excel (\*.XLS)
Microsoft Excel (\*.XLSX)
Microsoft PowerPoint (\*.PPT)
Microsoft Word (\*.DOC)
Microsoft Word (\*.DOCX)

#### **Upload Electronic Documents**

\* indicates required fields

Document Title \*

Specify Upload Document \*

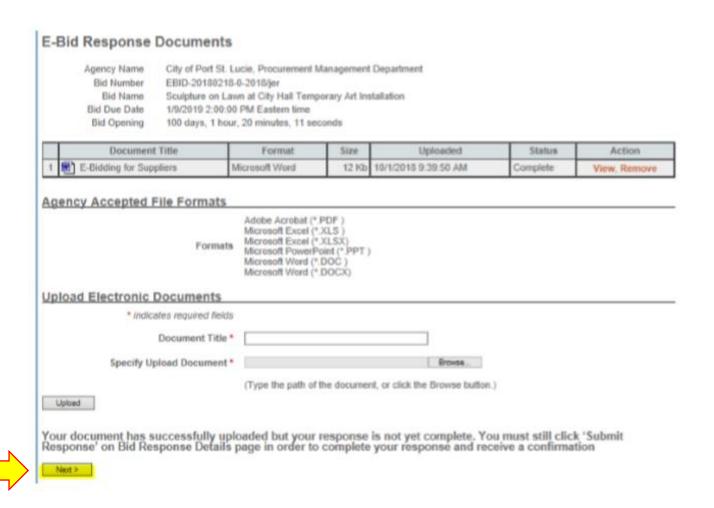
Choose File No file chosen

(Type the path of the document, or click the Browse button.)

Upload

### In order to do ebidding

Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen



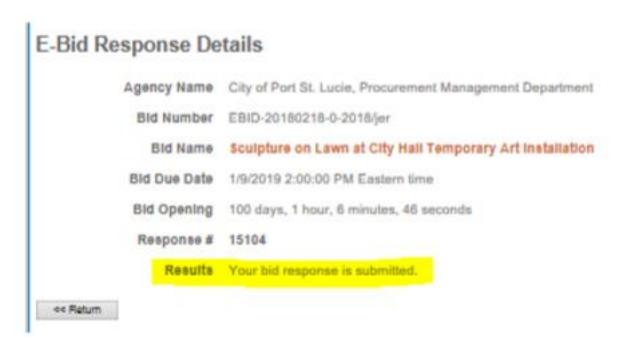
# Completing your e-bid submittal

- Please VERIFY that you have attached ALL the required documents
- Click on the Submit Response button to complete your e-bid

EDIT **Agency Required Documents** 1. Bid Reply (Electronic/Online) 2. Checklist (Electronic/Online) 🗸 3. Subcontractor List (Electronic/Online) 4. Current Workload, List of Projects and Completion Dates (Electronic/Online) 🗸 Questionnaire (Electronic/Online) 6. Drug Free Workplace Form (Electronic/Online) ✓ Current Certificate of Insurance (Electronic/Online) 8. License/Certification to do Described Work (Electronic/Online) Reference Check Form (Electronic/Online) 10. E-Bid Reply Excel Spreadsheet (Electronic/Online) 11. E-Bid Bond (Electronic/Online) 🗸 12. Vendor Code of Ethics (Electronic/Online) 13. W-9 form (Electronic/Online) 🗸 EDIT **Uploaded Documents** 1. test document upload to ensure ebidding active E-Bid Confirmation After clicking "Submit Response" the following process will begin: · We will verify that your response is complete as entered. You will see a confirmation page with your confirmation number and date/time stamp of your upload. You will receive a confirmation e-mail indicating a successful response submittal. You may track your response submission under the View Responses page. If you do not receive any of the above, please call Supplier Services at (206) 940-0305. Submit Response

## Confirmation of Response

- When you complete you will receive a confirmation
- This is a confirmation that what you uploaded will be visible to the agency when the bid closes, this is not a confirmation that all your documents were fill out or submitted correctly



## Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on "DETAILS" then "EDIT" the section you wish

<b>Bid Identifier</b>	Agency Name	Bid Status	Broadcast	Date Due ▼	Name	Status	Actions
EBID- 20190077-0- 2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History

Contact Information

Company Name Sample DBE Company

Address 1 509 Olive Way

Address 2

City Seattle

State Washington

Postal Code 98101

Phone 2063739233

Fax 2063739233

Country United States of America

Bid Amount \$0.00

Alternate Bid Amount

Notes



EDIT



**Agency Required Documents** 

EDIT



#### **DemandStar E-Bidding: Frequently Asked Questions**

- Do suppliers need to be registered with DemandStar to participate in e-bidding?
   Yes. But if they don't already have an account with DemandStar, they can sign up and either
  - Be a subscriber for only your agency, at no charge, and be able to download documents at no charge and then receive notifications that match their commodity codes
  - Be a "basic supplier" for free who researches on our platform and then pays \$5 to download all documents, thus becoming a plan holder
  - Be a paid subscriber for a county, state, national and receive notifications from all included agencies
- Can suppliers respond with document uploads or do they simply fill in forms?
   Yes, they may respond with document uploads that are available to you via the DemandStar platform.
- What type of E-Bidding Documents can be uploaded?

  Acceptable file formats for sending back documents that the city will accept:

#### E-Bidding Documents

Document Types Bidding Documents - Exhibits

Pricing Bid Bond

File Formats Adobe Acrobat (\*.PDF)

Microsoft Excel (\*.XLS)
Microsoft Excel (\*.XLSX)
Microsoft PowerPoint (\*.PPTX)
Microsoft PowerPoint (\*.PPT)
ZIP Compressed Archive (\*.ZIP)

- Is there a maximum file size that I can upload?
   Vendors can simply upload a single file or multiple documents as long as it doesn't exceed 100 MBs (single or multiple files)
- After a bid opening, what document(s) are made public by DemandStar?
   None. Only the agency can see the vendor responses so you are the only ones who will determine what you want to download and make public.
- Who do I call if I have questions or problems with the DemandStar?
   The City strongly encourages each respondent to setup their account and to explore the eBidding module at least a couple of days before the bid due date.

If you have questions or issues creating your account, accessing the eBidding module or submitting your bid prior to the bid due date, please contact DemandStar at 866.273.1863 or by email at hello@demandstar.com.