

CITY OF EVANSTON
REQUEST FOR QUALIFICATIONS

NUMBER: 22-40

For

**Mason Park Expansion and
Church/Dodge Transportation Improvements**

April 28, 2022



SUBMISSION DEADLINE: 2:00 P.M., May 24, 2022

**PRE-SUBMISSION MEETING: Non-mandatory
3:00 P.M., May 6, 2022
Virtual via GoogleMeets
meet.google.com/evu-dezt-djf
Phone: 605-954-4049
PIN: 199 613 408#**

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 **May 24, 2022**. The City of Evanston no longer accepts 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:

Mason Park Expansion and Church/Dodge Transportation Improvements
RFQ Number: 22-40

The City of Evanston's Public Works Agency is seeking qualification statements from experienced firms to perform design and engineering services for the expansion of Mason Park in Evanston, Illinois. In addition to the park expansion, work will include related engineering of motorized and non-motorized transportation improvements at the Church Street/Dodge Avenue intersection and along Davis Street in the vicinity of Mason Park.

There will be a non-mandatory pre-submission meeting held virtually on May 6, 2022, at 3:00 P.M. To access the meeting please follow the link here: meet.google.com/evu-dezt-djf or dial 605-954-4049, PIN: 199 613 408#. 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: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

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

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

Each 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 Councilmembers elected by Ward, comprise the City Council. There are ten operating departments that provide a full array of services. The City has approximately 74,000 residents and a land area that covers 7.3 square miles.

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

Mason Park is an existing 5.2 acre City owned park located south of Church Street between a former railroad right-of-way and Florence Avenue. The park includes a number of existing improvements including a field house, several basketball courts, a children's playground, a baseball field, a soccer field, two tennis courts, pedestrian pathways, security lighting and associated park furnishings. Mason Park also has a triangular shaped section of undeveloped property which is south of Davis Street and east of the former railroad right-of-way. This undeveloped section is elevated towards its southern end which is presumed to be associated with the former right-of-way's embankment construction.

In the late 1880s the Chicago and North Western Railroad Company constructed a freight bypass, the Mayfair Cut-Off, heading southwest between Simpson Street/Green Bay Road in Evanston and the Mayfair Junction at roughly Sunnyside Avenue/Cicero Avenue in Chicago. The intent of this bypass was to reduce freight congestion flowing to and from Chicago and the North Shore along an existing passenger service line to the east and to better serve industrial customers in the area. Passenger trains were however also run along this corridor for some time with depots constructed at several locations. Freight traffic continued to utilize the Mayfair Cut-Off until the mid-1980s when the line was discontinued.

After the Mayfair Cut-Off's closure, sections of the line's right-of-way in Evanston were subdivided into smaller parcels and sold privately. Unfortunately due to the former right-of-way's narrow and angular configuration, and the patchwork of individual parcels created by these sales, development along the corridor has been severely challenged. The result has created a series of largely unusable or underutilized properties and a persistent barrier separating neighborhoods that have grown up around this former right-of-way.

Additionally, the western edge of the former right-of-way contains an easement for high tension electrical transmission lines that serve Evanston and terminate at an existing

substation at 1712 Emerson Street. The transmission lines are set on large lattice towers that are constructed along the embankment and create significant challenges to the development potential of this corridor.

At the time of its original construction, the Mayfair Cut-Off was located west of the majority of Evanston's populated area. As noted above however, the City has since expanded westward and the former right-of-way now bisects much of the City's west side leaving a jumble of remnant properties and severed neighborhoods. At Mason Park this issue is particularly acute as the elevated former rail line effectively disrupts neighborhood access from the east to Evanston Township High School. A sealed access tunnel through the elevated rail at Davis Street still exists amid overgrown volunteer trees and brush identifying the clear need for this corridor. Today, students can often be seen traversing through this overgrowth and across the embankment to get to and from school. This essentially abandoned area creates a myriad of safety and security concerns for these students and area residents.

Aside from access to the high school, the lack of connection through the former right-of-way has also created traffic congestion and general connectivity issues for non-motorized and pedestrian traffic flow along Church Street. Currently non-motorized traffic must utilize a two way protected bike lane along the south side of Church Street to flow through this area. The westbound portion of this bike lane starts at the northwest corner of Mason Park and was intended to connect to the Davis Street bike route through the park. However, a formal connection was never installed at this location leaving an abrupt and awkward transition. Additionally, the two way bicycle track adjacent to the sidewalk has created challenges at the Church Street/Dodge Avenue intersection due to existing infrastructure at the southeast corner. This is particularly apparent in the eastern leg of the intersection as an expanded sidewalk was provided to support a high volume of pedestrians (primarily high school students) standing area to access transit buses. This modification however has reduced the westbound through lane width to the point that it leaves no runaround space for vehicles waiting to make left turns. Additionally, the reduced roadway width has created misalignment of the eastbound lanes along Church Street at the intersection.

Over the past 17 years the City has worked to set the stage to correct the issues described above and create development opportunities to reconnect neighborhoods and expand recreational access. In 2005 the City created the West Evanston TIF District which includes the properties along the former railroad right-of-way as well as the Church/Dodge intersection. This TIF is expected to assist in funding this and other redevelopment projects within the district. Additionally, in 2020, after multiple years of effort, the City successfully acquired four properties utilizing Cook County's No-Cash Bid Program. Three of those properties exist within the study area for this project and offer opportunities to expand Mason Park, resolve the transportation issues described above and potentially explore other land use alternatives. A fourth property within the study area, at the northwest corner of Dodge Avenue and Lake Street, is currently being pursued by the City under the same Cook County program.

As the precise scope of work for this project is still undetermined, the City intends to proceed with procuring consulting services using a request for qualifications (RFQ) process. Using this process, the City will select and negotiate a scope of work and fee with a consultant team to initially provide conceptual design services (Phase 1A). Once this initial

step is completed, a full scope of work and budget is established, and sufficient funding is provided, the City will execute amendments to the consultant's agreement to perform subsequent project activities such as preliminary engineering, final engineering, and construction engineering.

1.2 Project Goals

The goals of this project include:

1. Expand recreational resources to Evanston community members in the area surrounding Mason Park.
2. Improve non-motorized and pedestrian connectivity within the neighborhood and community at large.
3. Improve traffic operations and safety at the Church Street and Dodge Avenue intersection.
4. Reduce safety and security concerns along the former right-of-way embankment.
5. Identify potential development opportunities for Area 2.
6. Identify the costs/benefits of transmission line relocation.
7. Develop a community-based and supported design solution.

1.3 Anticipated Program

The selected consultant shall provide a wide variety of landscape architectural and engineering services. The first phase of work will include site evaluation, data collection, programming, public engagement, and concept development. Future work phases will include preliminary engineering, final engineering, permitting, bidding assistance, construction engineering, and construction administration. All landscape architectural and engineering work shall be in compliance with current codes and standards including the ADA. The consultant shall be solely responsible for any and all code and ADA deficiencies identified on their documents. 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. All respondents shall include design expertise for the following anticipated scope of work items (see attached scope of work diagram for more information). The final scope of work for this project will be determined after the completion of Phase 1A.

1. Park expansion in Area 1 which is bounded by Davis Street, the alley west of Dewey Avenue, the high school's parking lot, and roughly 360' south of Davis Street. Specific park features shall depend on input received from the community.
2. Park expansion in Area 2 which is bounded by the northern edge of Area 1 and Lake Street running east/west generally along the former right-of-way. Specific park features shall depend on input received from the community.
3. Non-motorized transportation system improvements including the extension and expansion of the City's non-motorized bike and pedestrian network through the former right-of-way embankment at Davis Street and the elimination of the westbound protected bike lane on Church Street. It is anticipated that this work will include removal of a portion of the embankment at Davis Street to accommodate this network expansion.
4. Intersection improvements at the Church/Dodge intersection to better align vehicular traffic, reduce congestion, improve safety and accommodate all transit modes with

particular focus on improvements to the eastern leg as a result of the protected bike lane modifications described above.

5. Evaluation and identification of alternate land use options within Area 2 should the site not be developed as a public park.
6. Evaluation and identification of the costs/benefits of transmission line relocation.

1.4 Available City of Evanston Data and Assistance includes:

1. 2019 Aerial Photography (JPEG 2000).
2. City of Evanston staff project management and review of proposed solutions.
3. City of Evanston publication of public meeting notices.
4. City of Evanston project webpage hosting.

1.5 General Information

The contract term desired is until May 1, 2023 for work associated with Phase 1A. The anticipated contract term for future project phases is currently undetermined.

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. Landscape Architecture
2. Civil Engineering
3. Traffic Engineering
4. Structural Engineering
5. Electrical Engineering
6. Geotechnical Engineering
7. Land Surveyor
8. Other (as determined by respondent)

Phase 1A – Conceptual Design

Task 1 – Site Evaluation and Data Collection

The Consultant shall perform site evaluation, and data collection efforts for the project. Minimally this work shall include:

- a. Review and evaluate the site to determine condition of existing elements, site constraints and site opportunities. Discuss evaluation results with City staff and prepare a site evaluation report summarizing the findings.
- b. Prepare a plat of survey and plat of topography utilizing Civil3d for the entire study area (see attached survey exhibit for boundaries). Please note that an existing topographic survey was conducted in 2021 for a portion of the Church/Dodge intersection which the consultant can enhance/extend in lieu of resurveying this area at their discretion. The plats shall minimally including: 1) 50 foot grid spot elevations, 2) spot elevations at all critical points, 3) one foot contours, 4) grades and lines of streets, alleys, pavements, curbs, adjoining property, structures and adjacent drainage, 5) locations, dimensions and all required planimetric data to delineate existing site improvements, 6) trees and plant massings including notation of tree species, tree caliper and spot elevation at base of trunk, 7) location of all existing utility services, lines and features (public and private), above and below grade as available through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) service, 8) right-of-way and property line information and 9) other information as determined necessary by the respondent. All data shall be horizontally and vertically tied to the City's benchmark system. A minimum of three site benchmarks shall be established by the surveyor. Horizontal coordinates shall be State Plane NAD 83, Illinois East. Vertical coordinates shall utilize the City's datum.
- c. Perform initial soil testing and analysis along the embankment to establish general soil characteristics for excavated material disposal at either a CCDD facility or landfill and to establish structural requirements should a retaining wall be needed to create the pedestrian/bike connection at Davis Street.
- d. Collect existing traffic data (vehicles, pedestrians, and bicycles) as required and determine intersection improvement recommendations for the Church/Dodge intersection. Specific data collection requirements shall be determined by the Consultant but shall minimally include peak hour motorized, non-motorized and pedestrian counts as well as existing signal operations.
- a. Deliverable items for this Task shall include:
 1. Site evaluation report
 2. Plat of topography and plat of survey (Civil3d and PDF)
 3. Soils reports
 4. Traffic analysis report
 5. Meetings with staff as required
 6. Minutes from all meetings

Task 2 – Programming, Conceptual Design and Public Engagement

The Consultant shall perform project programming, conceptual design and public engagement activities. Minimally this work shall include:

- a. Conduct an online public survey with the local community to understand improvement preferences and develop the project scope/site program. Coordinate the survey results with the design/engineering development and public meetings.
- b. Develop illustrative drawings describing the existing study area and its opportunities and constraints and present this information at a public meeting for discussion.

- c. Develop a minimum of three initial concept designs, two refined concept designs and one final concept design for the study area incorporating public feedback and survey results to develop a preferred solution. Concept design drawings shall include illustrative plans, elevations, sketches, and images to visually convey ideas. Each concept design shall include a preliminary estimate detailing the anticipated costs associated with each component of the work.
- d. Prepare and present the existing conditions, survey results, initial concept designs, refined concept designs and final concept design to City staff and the public in order to gain feedback, guide the scope/program development and determine a preferred design solution. Public meetings may be in person or virtual and will be held either during a weekday evening or weekend day. Consultants shall conduct the presentation, answer audience questions, take notes, and prepare minutes of the meeting for record. The Consultant shall modify the concept design drawings as required to address City staff and public comments. Consultant presentation documents shall be uploaded to the City's website following the meeting. It is the City's intent to close the public engagement process at the conclusion of the fourth public meeting with a preferred solution that presents a project scope/program that is generally accepted by community members.
- e. Deliverable items for this Task shall include:
 - 1. Concept design documents (AutoCAD/Civil3d and PDF formats)
 - 2. Online public survey
 - 3. Five staff meetings
 - 4. Four public meetings
 - 5. Minutes from all meetings

Phase 1B – Preliminary Engineering

Task 1 – Preliminary Engineering

The Consultant shall perform preliminary engineering services for the preferred design solution or a portion thereof as determined by the City. Minimally this work shall include:

- a. Prepare preliminary engineering documents which articulate the preferred solution and detail the required improvements to a level suitable for the project to progress to final engineering. Review the preliminary engineering documents with City staff periodically and revise the documents as needed based on City feedback.
- b. Complete an intersection design study for the Church/Dodge intersection integrating the proposed conceptual solution. Review the design study documents with City staff periodically and revise the documents as needed based on City feedback.
- c. Prepare itemized cost estimates for the preliminary engineering design detailing the anticipated costs associated with each component of the work. Adjust the preliminary engineering design as required to bring the project into conformance with the City's budget.
- d. Deliverable items for this Task shall include:
 - 1. Preliminary engineering documents (50% and 100%)
 - 2. Intersection design study
 - 3. Three staff meetings
 - 4. Minutes from all meetings

Task 2 – Geotechnical Services

The Consultant shall perform geotechnical investigations to assist in the development of preliminary and final engineering documents. Minimally this work shall include:

- a. Perform soil testing and analysis to establish soil characteristics for excavated material disposal at either a CCDD facility or landfill. If soils are determined to be acceptable for disposal as CCDD, complete IEPA Form LPC-663 (Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as fill in a CCDD or Uncontaminated Soil Fill Operation). This form shall be signed and sealed by a professional engineer or professional geologist licensed in the State of Illinois. If the material is found to be unsuitable for disposal at a CCDD facility, provide appropriate soil analysis for landfill disposal to be incorporated into the bid documents.
- b. Perform soil testing/analysis and provide recommendations to establish foundation system design requirements for any/all structural components.
- c. Deliverable items for this Task shall include:
 1. CCDD soils report/analysis and completed LPC-663 Form
 2. Structural characteristics soil reports, analysis and recommendations

Phase 2 – Final Engineering

Task 1 – Final Engineering and Permitting

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

- a. Prepare final engineering documents (drawings, technical and bidding specifications and itemized cost estimates) for construction of the improvements.
- b. Conduct staff meetings and site investigations as needed to determine the technical requirements as well as the technical capacity, feasibility and overall impact to City operations of the intended improvements. The Consultant shall tailor the design and resulting construction documents as needed to respond to any site and/or operational constraints.
- c. Review draft construction documents with City staff, affected utility companies and regulatory agencies at 50%, 90% and 100% completion stages in order to obtain feedback and refine the documents.
- d. Ensure project meets all ADA requirements and conduct a QA/QC review of all construction documents prepared to ensure compliance prior to bid solicitation. Prepare a QA/QC report summarizing the review and modify the construction documents as needed to meet ADA requirements.
- e. Prepare and submit permit applications, load letters, and other required documents to all affected regulatory agencies and make all corrections required by those agencies prior to the solicitation of bids.
- f. 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.
- g. Deliverable items for this Phase shall include:
 1. Final engineering documents (50%, 90% and 100%)
 2. Permit applications, utility load letters, etc.
 3. ADA QA/QC review and report
 4. Four staff meetings

5. Minutes from all meetings

Task 2 – Bidding and Negotiations

Following completion of Task 2, the Consultant shall prepare Bid Documents, consisting of drawings, technical, bidding and contracting specifications and a final itemized cost estimate. In addition to the preparation of the bid documents, the Consultant shall minimally provide the following:

- a. Assist plan holders with any questions and/or problems encountered during the bid period, prepare addenda to bidding documents as required and attend pre-bid meeting(s) to describe the scope of work and address questions.
- b. Obtain copies of all bids received, review all bids, contact bidder references and submit written recommendations to the Owner for contract award.
- c. Deliverable items for this Phase shall include:
 1. Bid documents
 2. Addenda preparation and plan holder assistance (as required)
 3. Attendance and minutes from pre-bid meeting(s)
 4. Bid analysis, written contractor reference review and written recommendation for contract award

Phase 3 – Construction Engineering/Administration

Task 1 – Construction Engineering/Administration

Following completion of Phase 2 and during construction, the Consultant shall provide a wide range of construction engineering and administration services minimally including the following:

- 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. Conduct on-site daily inspection services of contracted work to ensure compliance with contract documents, record and report on daily work performance and field verify quantities for pay applications.
- d. Coordinate and perform on site material testing services to verify compliance with contract documents. Provide reports documenting the results of all testing services performed. Provide contractor with recommendations to address any deficiencies identified.
- e. 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.
- f. Prepare and approve Contractor Requests for Payment and other related documents, including measuring quantities, tracking lien waivers, and certified payroll.
- g. 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.
- h. Prepare Change Directives and/or Change Orders with supporting documentation, drawings, instructions and data as needed.

- i. 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.
- j. Conduct an ADA inspection to ensure the contractor's work is fully compliant and issue a report summarizing the findings. Work with the contractor as required to correct any deficiencies noted in the report.
- k. Assist the Contractor with on-site startup, testing, balancing, problem solving and training for operation of the improvement systems.
- l. Prepare and submit to the City electronic As-Built Documents including all documents created, reviewed and approved for project construction.
- m. Deliverable items for this Phase shall include:
 - 1. Hardcopy and electronic Construction Documents and As-Built Documents (AutoCAD/Civil 3D and PDF for drawings, Word and PDF for specifications and PDF for submittals/shop drawings)
 - 2. Pre-construction meeting(s)
 - 3. Construction observations / meetings (once per week for entire active construction period) and written Field Observation Reports / meeting minutes
 - 4. Construction inspections and reports(daily)
 - 5. Material testing services, reports and recommendations (as required)
 - 6. Review and approval of shop drawings, product data and samples (as required)
 - 7. Certification of contractor's Application for Payment (as required)
 - 8. Review, preparation and distribution of RFPs, Contractor Proposals, Change Directives, Change Orders, Supplemental Instructions, RFI Responses, and other similar documents (as required)
 - 9. Project punch list(s) preparation and distribution
 - 10. ADA inspection review and report
 - 11. Substantial and Final completion review and certificates

Task 2 – Post-Construction

Following completion of construction, the Consultant shall provide post-construction services minimally including the following:

- a. The Consultant shall inspect the project 11 months after the date of substantial completion and shall provide a warranty repair report to the Contractor for correction. The Consultant shall follow up with the Contractor as needed to ensure any/all deficiencies noted in the report are corrected.
- b. If signal timing adjustments or a mechanical system is included in the final design, the Consultant shall provide commissioning services to test and validate the proper operation of all equipment. This work shall include working with the Contractor as needed to correct any operational deficiencies until the system is fully functional and operating as intended.
- c. Deliverable items for this Task include:
 - 1. Warranty inspection report and follow-up
 - 2. Commissioning report and follow-up

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 than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.

C. Project Manager(s) and Key Personnel

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

D. Project Approach

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

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

E. Contract

The City has attached its standard contract in Exhibit M. 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 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 in writing to Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

7.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this 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 submission 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 of the submission 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 respondents 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 all 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.....April 28, 2022
- 2. Non-mandatory Pre-Submission ConferenceMay 6, 2022
- 3. Last Day to submit questions.....May 12, 2022
- 4. Final Addendum Issued.....May 17, 2022
- 5. RFQ Submission Due DateMay 24, 2022
- 6. City Council Award of Contract.....July 25, 2022
- 7. Contract EffectiveAugust 8, 2022
- 8. Phase 1A Completion.....May 1, 2023
- 9. Future Phase Completion.....TBD

10.0 QUESTIONS REGARDING RFQ

All questions related to this RFQ should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to Stefanie Levine, Senior Project Manager at slevine@cityofevanston.org.

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

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

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

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

B. Withdrawal of 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

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

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

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

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

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

E. Addenda

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 [City of Evanston Notices & Documents](#) or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term

The contract is until May 1, 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 NOT, on its own, disqualify the disclosing Respondent from consideration. Information provided by Respondents in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the 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 submittal deadline.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or submission 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 vice-president, affiliated in anyway with the Firm, and the Firm's employees or sub-contractors.

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".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other () _____

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

SECTION I - CORPORATION

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

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

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

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT B

ADDITIONAL INFORMATION SHEET

RFQ Name: _____

RFQ Number: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

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

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

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

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

Notary Public

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

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

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

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

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

of _____
(Proposer)

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

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

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

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

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

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

EXHIBIT F

CITY OF EVANSTON M/W/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 sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/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

I do hereby certify that

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

This firm is a (check only one):

- _____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.
- _____ Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.
- _____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response \$ _____

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

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

Information on the M/W/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

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

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

2. Attach business license if applying as an EBE

EXHIBIT G

M/W/EBE UTILIZATION SUMMARY REPORT

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

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

Exhibit H

M/W/EBE PARTICIPATION WAIVER REQUEST

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

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

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

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

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

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

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

_____ 3. No sub-contracting opportunities exist.

Please provide a written explanation of why sub-contracting is not feasible.

_____ 4. M/W/EBE participation is impracticable.

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

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

Signature: _____

(Signature)

Date: _____

EXHIBIT I

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

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

PLEASE NOTE: 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

Firm Experience Within Past 10 Years List 3 most current and similar projects, including Project Name, Client Organization, Reference Name, Title, Phone Number, and Email Address			
Work Type	Client 1	Client 2	Client 3
Similar park improvement projects			
Similar transportation improvement projects			
Public Engagement			

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

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

Exhibit K

PROJECT TEAM EXPERIENCE TABLE

<p align="center">Team Experience Within Past 10 Years List most current similar projects, including Project Name, Client Organization, Reference Name, Title, Phone Number, and Email Address</p>								
Client / Location (Year) ¹	Project Type	Included Similar Park Improvements? (yes/no)	Included Similar Transportation Improvements? (yes/no)	Included Similar Public Engagement? (yes/no)	Project Manager ²	Key Team Member #1 ²	Key Team Member #2 ²	Reference Contact Information ³

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

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

³ Provide name, title, email address and phone number for each reference.

Exhibit L

Professional Services Agreement Acknowledgement Page

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

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

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

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

List exceptions in the area below:

Authorized Signature: _____ **Company Name:** _____

Typed/Printed Name and Title: _____ **Date:** _____

Exhibit L

Consultant Certification and Verification

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

CONSULTANT:

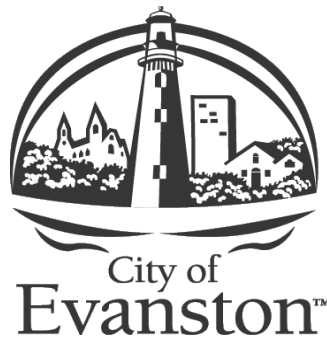
By _____

Its: _____

FEIN Number: _____

Date: _____

Exhibit L



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

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

*Mason Park Expansion and
Church/Dodge Transportation Improvements
("the Project")*

RFQ Number: 22-40

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

I. COMMENCEMENT DATE

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

II. COMPLETION DATE

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

III. PAYMENTS

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

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Qualifications No. #22-40 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

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

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

agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

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

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

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

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

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

Consultant, within thirty (30) days, shall have the right to cure any default

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

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

- E. Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2022, PDF, ArcView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

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

- G. Conflict of Interest.** Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.
- H. Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCAD Version 2022, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.
- I. Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.
- J. Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.
- K. Indemnity.** Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-

contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

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

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

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

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

- L. Insurance.** Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's

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

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

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

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a

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

- N. Use of City's Name or Picture of Property.** Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.
- O. No Assignments or Sub-contracts.** Consultant shall not assign or sub-contract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.
- P. Compliance with Applicable Statutes, Ordinances and Regulations.** In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, sub-contractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.
- Q. Liens and Encumbrances.** Consultant, for itself, and on behalf of all sub-contractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a

sworn affidavit respecting the payment and lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

- R. Notices.** Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.
- S. Attorney's Fees.** In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.
- T. Waiver.** Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.
- U. Severability.** In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.
- V. Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.
- W. Time.** Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
- X. Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

VII. SEXUAL HARASSMENT POLICY

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

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

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

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

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

VIII. CONSULTANT CERTIFICATIONS

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

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

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

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

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

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

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

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

IX. INTEGRATION

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

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract

form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

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

CONSULTANT:

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

By: _____

By: _____

Kelley A. Gandurski

Its: _____

Its: Interim City Manager

FEIN Number: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Nicholas E. Cummings

Its: Corporation Counsel

Revision: April 2021

EXHIBIT A – Project Milestones and Deliverables

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

I. COMMENCEMENT DATE: _____

II. COMPLETION DATE: _____

III. FEES:

IV. SERVICES/SCOPE OF WORK:

As defined in RFQ #22-40 (Exhibit B) and Consultants Response to Proposal (Exhibit C) Dated:

EXHIBIT M

SUBMITTAL LABEL (If Applicable)

SUBMITTAL NUMBER: _____

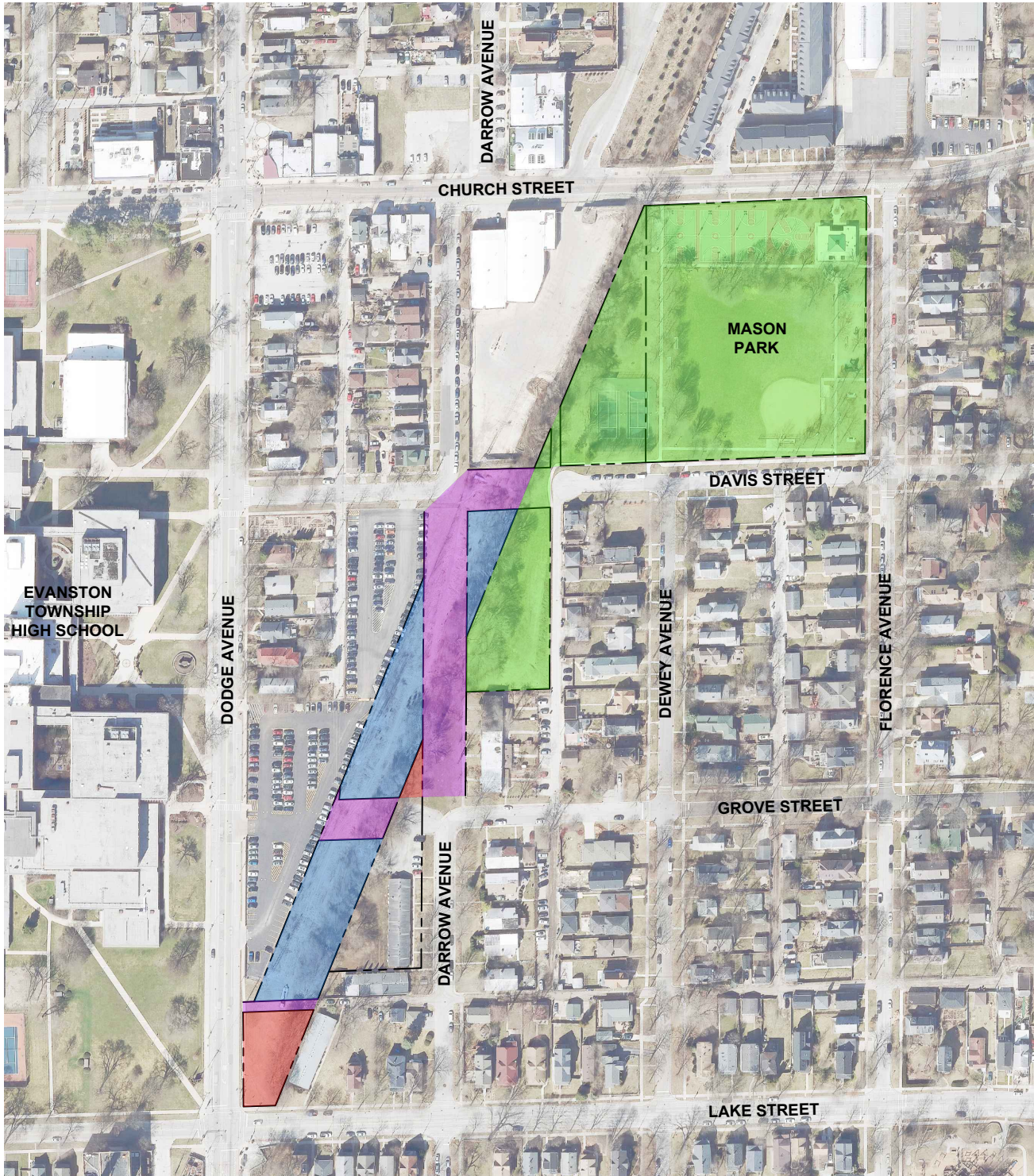
SUBMITTAL NAME: _____

SUBMITTAL DUE DATE/TIME: _____


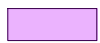


COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____



LEGEND

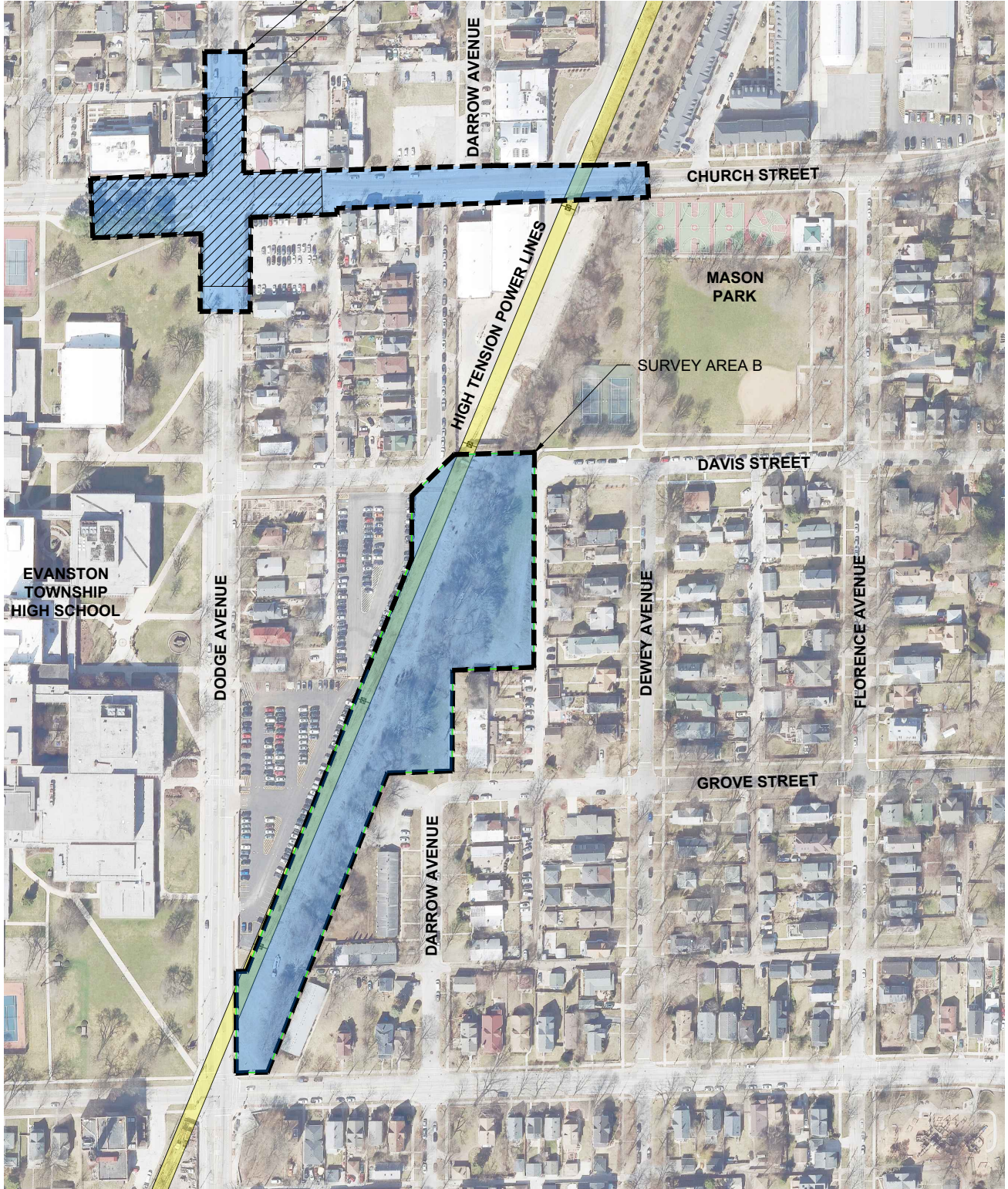
-  EXISTING MASON PARK (CITY)
-  RIGHT OF WAY INCLUDED IN STUDY AREA (CITY)
-  RECENT PROPERTY ACQUISITION (CITY)
-  POTENTIAL PROPERTY ACQUISITION (PRIVATE)

PROPERTY OWNERSHIP / RECENT ACQUISITIONS



SCALE: 1"= 250'-0"

SURVEY AREA A
SURVEY BOUNDARY
PERFORMED IN 2021



SURVEY BOUNDARIES



SCALE: 1"= 250'-0"

IMPROVE INTERSECTION WITH FOCUS ON EAST LEG TO REDUCE CONGESTION AND IMPROVE TURNING MOVEMENTS

MODIFY EXISTING TWO WAY PROTECTED BIKE LANE TO ONE WAY EASTBOUND BIKE LANE OR PROTECTED BIKE LANE

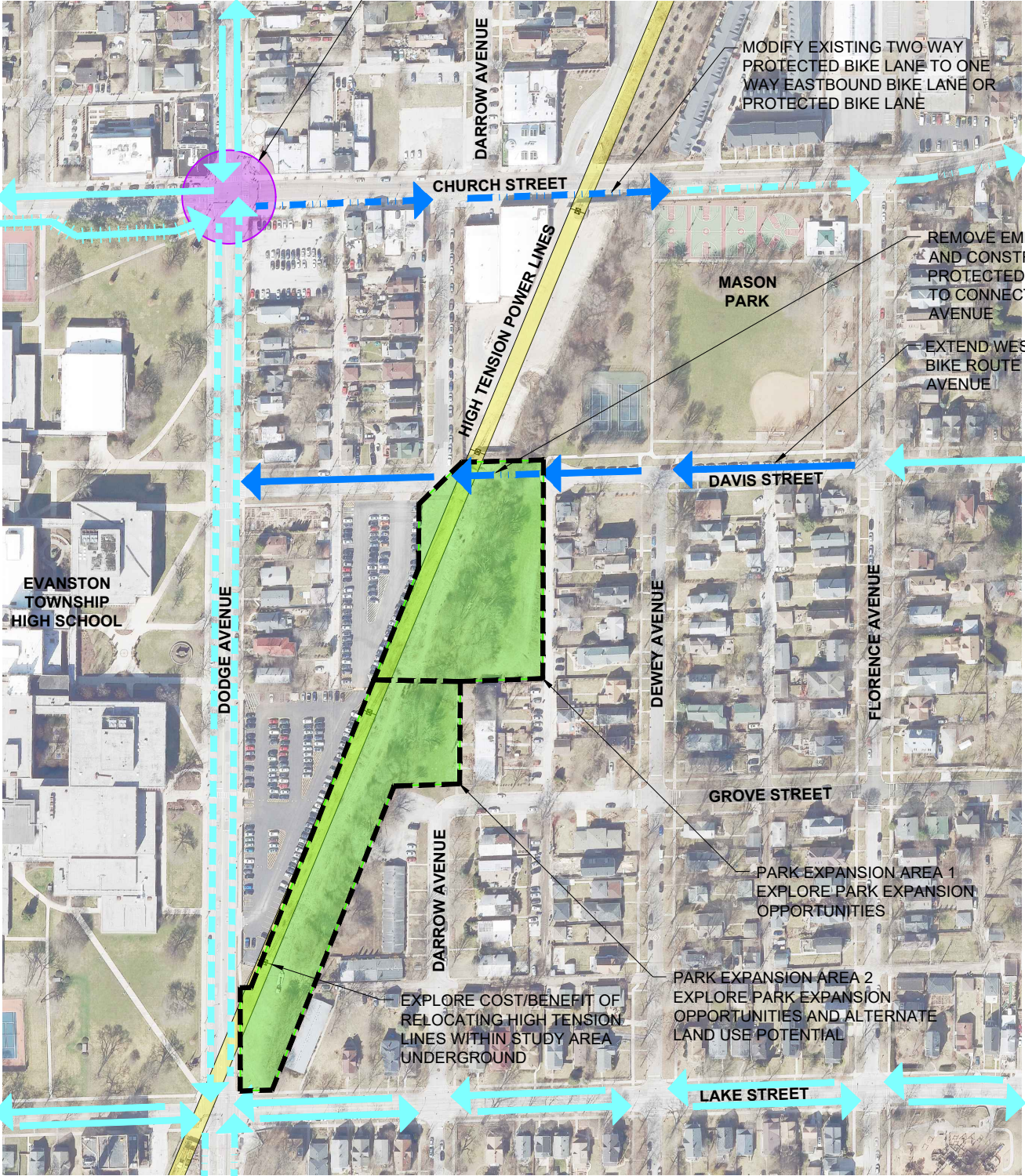
REMOVE EMBANKMENT AND CONSTRUCT PROTECTED BIKE LANE TO CONNECT TO DODGE AVENUE

EXTEND WESTBOUND BIKE ROUTE TO DODGE AVENUE

PARK EXPANSION AREA 1 EXPLORE PARK EXPANSION OPPORTUNITIES

PARK EXPANSION AREA 2 EXPLORE PARK EXPANSION OPPORTUNITIES AND ALTERNATE LAND USE POTENTIAL

EXPLORE COST/BENEFIT OF RELOCATING HIGH TENSION LINES WITHIN STUDY AREA UNDERGROUND



LEGEND

- EXISTING BIKE ROUTE TO REMAIN
- EXISTING BIKE LANE TO REMAIN
- EXISTING BIKE PATH TO REMAIN
- PROPOSED BIKE ROUTE
- PROPOSED PROTECTED BIKE LANE



PROPOSED SCOPE OF WORK

SCALE: 1" = 250'-0"

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

Company Name

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

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

← Choose Your Free Agency

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

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State	County
Select State ▼	Select County ▼

- City of Metropolis – Board of Commisioners
- City of Metropolis Purchasing
- Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

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DEMANDSTAR

B u i l d i n g C o m m u n i t i e s .

(E-bidding) Electronic Bidding Instructions

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	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	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	Purchase Breaching "Backpack Gas Masks and Gas Mask Cartridges 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	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	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	Purchase Breaching “Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



In order to do
e-bidding

2. Enter your 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 description of your bid through your uploaded documents.

Contact Information

**indicates required fields*

Company Name *

Address 1 *

Address 2

City *


State *

Postal Code *

Phone *

Fax

Country *

 Bid Amount *

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

Document	None	Online/ Electronic	Offline/ Manual	Not submitting
-	⚠	✓	📄	•
Bid Reply	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Checklist	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Subcontractor List	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Current Workload, List of Projects and Completion Dates	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Questionnaire	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug Free Workplace Form	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

In order to do e-bidding

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



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 e-bidding

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

E-Bid Response Documents

Agency Name City of Port St. Lucie, Procurement Management Department
Bid Number EBID-20180218-0-2018/jer
Bid Name Sculpture on Lawn at City Hall Temporary Art Installation
Bid Due Date 1/9/2019 2:00:00 PM Eastern time
Bid Opening 100 days, 1 hour, 20 minutes, 11 seconds

	Document Title	Format	Size	Uploaded	Status	Action
1	 E-Bidding for Suppliers	Microsoft Word	12 Kb	10/1/2018 9:39:50 AM	Complete	View , Remove

Agency Accepted File Formats

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

Upload Electronic Documents

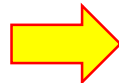
* indicates required fields

Document Title *

Specify Upload Document *

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

Your document has successfully uploaded but your response is not yet complete. You must still click 'Submit Response' on Bid Response Details page in order to complete your response and receive a confirmation



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

Agency Required Documents

EDIT

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) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **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) ✓

Uploaded Documents

EDIT

1. test document upload to ensure e-bidding 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.

<< Return

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

E-Bid Response Details

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

Bid Number EBID-20180218-0-2018/er

Bid Name **Sculpture on Lawn at City Hall Temporary Art Installation**

Bid Due Date 1/9/2019 2:00:00 PM Eastern time

Bid Opening 100 days, 1 hour, 6 minutes, 46 seconds

Response # 15104

Results Your bid response is submitted.

<< Return

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

Bid Identifier	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

EDIT

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



Agency Required Documents

EDIT

1. Bid Reply (Electronic/Online) ✓



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.
