

CITY OF EVANSTON
REQUEST FOR PROPOSAL

NUMBER: 23-04

For

**Evanston Service Center
North Fuel Island Replacement**

December 15, 2022



PROPOSAL DEADLINE: 2:00 P.M., January 24, 2023

**PRE-PROPOSAL MEETING: Non-mandatory
1:00 P.M., January 5, 2023
Evanston Service Center
Second Floor Conference Room
2020 Asbury Avenue
Evanston, Illinois 60201**

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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RETURN ALL EXHIBITS WITH RFP

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**CITY OF EVANSTON
NOTICE TO PROPOSERS**

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on **January 24, 2023**. 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. Proposals shall cover the following:

**Evanston Service Center
North Fuel Island Replacement
RFP Number: 23-04**

The City of Evanston's Public Works Agency is seeking proposals from experienced firms to provide engineering services to replace an existing fueling island at the Evanston Service Center located at 2020 Asbury Avenue in Evanston Illinois.

There will be a non-mandatory pre-proposal meeting held on January 5, 2023, at 1:00 P.M. in the Evanston Service Center's Second Floor Conference Room. All firms intending to submit a proposal for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project.

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

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

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

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

Linda Thomas
Purchasing Specialist

CITY OF EVANSTON

Request for Proposal

1. INTRODUCTION

1.1 General 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. In addition to a vast array of programs and services, the City operates 58 buildings and 77 parks which provide a wide range of services, operations and public amenities.

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.

Constructed in 1980 the 139,566 square foot Evanston Service Center (Service Center) is located at 2020 Asbury Avenue. Consisting of four interrelated building wings, and two storage facilities, the complex serves as the heart of City operations housing all Public Works, Facilities and Fleet Management, and Parking Services operations. In 2021 the City began a master planning process with consultants Greeley and Hansen (Greeley) for the Service Center to devise a modernization strategy for the facility which has received limited investment since its original construction. The master planning process is still ongoing and is scheduled for completion in early 2023. The master plan outlines a number of improvement initiatives for the Service Center, the first of which is the replacement of the north fuel island.

The Service Center has two fuel islands, the north island is located west of Building A and the south island is located south of Building B. Each island is equipped with four 10,000 gallon tanks. Tanks at the north island are filled with diesel (2), and unleaded (2) fuels types. Tanks at the south island are filled with diesel (1), bio-diesel (1), and unleaded (2) fuel types. The tanks are believed to be original to the building's 1980 construction but were upgraded with new ancillary equipment in 1998. Since that time, investments have been limited to maintenance and minor repairs to ensure continued operation although the meters and dispensers were replaced in 2021 due to complete failure of these components.

The fuel pumps are now well beyond their useful life and require replacement and modernization. Existing pumps fail regularly, in cold weather electronic controls are problematic, the systems have failed state inspections due to ventilation issues, and equipment is rusting and falling apart. These issues frequently result in unscheduled downtimes and the need for emergency repairs.

Greeley examined the fuel islands in detail and discussed strategies to address deficiencies and modernization extensively with staff which has resulted in the Fuel Island Technical Memo (attached to this RFP). This memo outlines the City's long term goal to consolidate fueling operations by eliminating the south island and replacing and reorienting the north island. The initial intent is to maintain the south island while the north island is replaced and then to adopt a wait and see approach to determine if the south island can be eliminated after a year of operational observation. As a result, the north island's replacement will need to consider methods to retain the functionality of the south island both during and after construction completion.

1.2 Anticipated Program

The selected consultant shall provide a wide variety of engineering services. Work will include preliminary engineering, final engineering, bidding assistance, construction administration, and commissioning services. All 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 scope of work, please see the attached technical memorandum for additional information:

1. Replace and reorient the north fuel island while maintaining full functionality to the south fuel island
2. Modify tank size and fuel types at the new north island to one 15,000 gallon diesel tank and one 15,000 gallon unleaded tank
3. Provide a new 60' long by 30' wide by 16' high canopy to better protect the island's fueling equipment and employees
4. Replace the existing 12.5kW fuel pump generator with a new 30kW fuel pump generator, 125A panel, and associated electrical components
5. Replace the existing fuel dispensing system with a new modernized system that manages and tracks fuel consumption

1.3 Available City of Evanston Data and Assistance includes:

1. Service Center Topographic Survey (PDF and AutoCAD)
2. 1980 Building Construction Drawings (PDF)
3. 1998 Fuel System Upgrade Drawings (PDF)
4. City of Evanston staff project management and review of proposed solutions
5. Division 0 and select Division 1 specifications
6. Advertisement for the construction bid

1.4 General Information

The contract term desired is to complete the project by September 30, 2024.

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

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

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

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

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

2.0 SCOPE OF SERVICES

Required Professional Disciplines

1. Fuel System Engineering
2. Civil Engineering
3. Structural Engineering
4. Electrical Engineering
5. Geotechnical Engineering
6. Environmental Engineering
7. Other (as determined by respondent)

Task 1 – Preliminary Engineering

The Consultant shall perform preliminary engineering services to develop the design solution with City staff. Minimally this work shall include:

- a. Perform soil testing and analysis to establish characteristics for excavated material disposal and to establish foundation system design requirements for structural components. If soils are determined to be acceptable for disposal as CCDD, complete and sign IEPA Form LPC-663. If the material is found to be unsuitable for disposal at a CCDD facility, provide appropriate analysis for soil disposal to be incorporated into the bid documents.
- b. Review and evaluate the site and conceptual design to determine appropriateness and discuss any concerns or suggested modifications with the City.
- c. Guide and assist the City in the selection of an appropriate fuel management system to both dispense fuel and manage/monitor consumption.
- d. Prepare preliminary design documents detailing the proposed scope of work minimally including drawings, product information, specifications, cost estimates, and an anticipated schedule. Review those documents with the City at 50% and 100% completion to refine the scope of work and address staff concerns.
- e. Identify methods to manage construction logistics and work sequencing strategies to minimize operational impacts.
- f. Determine the project's permitting requirements and provide early engagement with those regulatory agencies as needed to introduce the project and understand permitting timelines.
- g. Deliverable items for this Task shall include:
 1. Preliminary design documents (50% and 100%)
 2. Soils reports, analysis, and recommendations
 3. Regulatory agency engagements (as required)

4. Three staff meetings including meeting minutes

Task 2 – Final Engineering

Following the completion of Task 1, the Consultant shall perform final engineering to fully articulate and define the intended design for bidding. Minimally this work shall include:

- a. Prepare drawings, technical and bidding specifications and itemized cost estimates for construction of the improvements. Review draft construction documents with City staff, affected utility companies, and regulatory agencies at 70% and 100% completion stages in order to obtain feedback and refine the documents.
- b. Ensure the 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.
- c. Engage with, prepare, and submit permit applications, load letters, and other required documents to all affected utility and regulatory agencies including the State Fire Marshall for the new UST and fuel islands and make all corrections required by those agencies prior to the solicitation of bids.
- d. 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.
- e. Deliverable items for this Phase shall include:
 1. Construction documents (70% and 100%)
 2. Permit engagements/applications, State Fire Marshall applications, utility load letters, etc.
 3. ADA QA/QC review and report
 4. Three staff meetings including meeting minutes

Task 3 – 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

Task 4 – Construction Administration

Following completion of Task 3 and during construction, the Consultant shall provide a wide range of construction 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 when on site construction activities are taking place in order to ensure that the work is being performed in accordance with the Construction Documents. The Consultant shall prepare weekly progress reports when on site construction activities are taking place in order to document and summarize construction activities.
- c. Review and approve or take other appropriate action on Contractor submittals such as shop drawings, product data, samples and material approvals for conformance with the Construction Documents.
- d. Review and approve Contractor Requests for Payment and other related documents, including tracking of trailing lien waivers and certified payroll.
- e. Prepare Project Requests for Proposal, review Contractor Proposals, review and respond to Contractor Requests for Information, issue construction clarifications and supplemental instructions and/or drawings as required throughout the course of construction.
- f. Prepare Change Directives and/or Change Orders with supporting documentation, drawings, instructions and data as needed.
- g. Conduct inspections to determine Substantial and Final project completion including preparation, distribution and review of punch lists, review and consolidation of warranties and related documents required by the Construction Documents as assembled by the Contractor and approval of final payment upon compliance with the requirements of the Construction Documents.
- h. 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.
- i. Assist the Contractor with on-site startup, testing, balancing, problem solving and training for operation of the improvement systems.
- j. Prepare and submit to the City electronic As-Built Documents including all documents created for project construction.
- k. Deliverable items for this Phase shall include:
 1. Construction Documents and As-Built Documents (AutoCAD/Civil 3D and PDF for drawings, Word and PDF for specifications, shop drawings and submittals)
 2. Pre-construction meeting(s)
 3. Construction progress meetings and written field observation reports
 4. Review and approve shop drawings, product data and samples (as required)
 5. Certification of contractor's Application for Payment (as required)
 6. Review, preparation and distribution of RFPs, Contractor Proposals, Change Directives, Change Orders, Supplemental Instructions, RFI Responses, and other similar documents (as required)
 7. Project punch list(s) preparation and distribution
 8. ADA inspection review and report
 9. Substantial and Final completion review and certificates

Task 5 – Commissioning and Post-Construction Assistance

Following construction, the Consultant shall provide commissioning and post-construction services minimally including the following:

- a. Provide field testing, and documentation of the installed fueling systems to verify performance, conformance with the project specifications, and operational requirements.

- b. Coordinate with the Contractor and City to correct any operational deficiencies identified and to optimize fueling system performance.
- c. Inspect the project 11 months after the date of substantial completion and provide a warranty repair report to the Contractor for correction. Follow up with the Contractor as needed to ensure any/all deficiencies noted in the report are corrected.
- d. Deliverable items for this Task include:
 - 1. Commissioning testing and reporting (as needed)
 - 2. Warranty inspection 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 PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL BE NOT BE ACCEPTED. It is the sole responsibility of the proposer to insure that his or her proposal 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 proposal
- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

B. Qualifications and Experience of Firm and/or Team

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

C. Project Manager and Key Personnel

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

D. Project Approach

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

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

E. Fees

Provide a copy of your fees/prices on the attached Proposal Cost Table.

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

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

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

8.0 SELECTION PROCESS

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

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

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

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

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there

shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City’s review committee and will be recommended to the City Council for final approval.

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

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

9.0 PROPOSED SCHEDULE

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

1.	RFP issued.....	December 15, 2022
2.	Non-mandatory Pre-Proposal Conference	January 5, 2023
3.	Last Day to submit questions..	January 11, 2023
4.	Final Addendum Issued.....	January 17, 2023
5.	RFP Submission Due Date.....	January 24, 2023
6.	City Council Award of Contract.....	March 13, 2023
7.	Contract Effective	April 3, 2023
8.	Task 1 (Preliminary Engineering)	June 30, 2023
9.	Task 2 (Final Engineering)	September 29, 2023
10.	Task 3 (Bidding and Negotiations)	November 30, 2023
11.	Task 4 (Construction Administration.....	August 30, 2024
12.	Task 5 (Commissioning/Post Construction).....	September 30, 2024

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to Stefanie Levine 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 Proposal

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

C. Exceptions to Specifications

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

D. Hold Harmless

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 proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal therein. Failure to acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at [City of Evanston Notices & Documents](#) or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term

The contract is to complete all work by September 30, 2024. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds

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

H. Property of the City

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

I. Payment Terms

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

J. Disclosures and Potential Conflicts of Interest

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

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

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

K. Protests

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

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.
- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.

- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

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

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

L. Authority To Resolve Protests And Contract Claims

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

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

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

M. Litigation

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

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

“covered individual” means any principal, president, managing partner, or vice-president, affiliated in anyway with the Firm, and the Firm's employees or sub-contractors.

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

N. Sub-contractors

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

P. Costs Incurred

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

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other () _____

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

SECTION I - CORPORATION

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

1b. **(Answer only if corporation has 33 or more shareholders.)**

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

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

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

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

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

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

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

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

Notary Public

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

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

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/W/BE and check the appropriate box below. This M/W/BE 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
PROPOSAL COST TABLE**

Task	Consultant / Subconsultant	Cost
Task 1 – Preliminary Engineering		
		\$
		\$
		\$
		\$
		\$
Task 2 – Final Engineering		
		\$
		\$
		\$
		\$
		\$
Task 3 – Bidding and Negotiations		
		\$
		\$
		\$
		\$
		\$
Task 4 – Construction Administration		
		\$
		\$
		\$
		\$
		\$
Task 5 – Commissioning and Post Construction		
		\$
		\$
		\$
		\$
		\$
		\$
Subtotal		\$
Reimbursable Expenses		\$
Grand Total		\$

Exhibit K

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
Fueling system installations			
Municipal clients			
Fueling system commissioning services			

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 L

PROJECT TEAM EXPERIENCE TABLE

<p align="center">Team Experience Within Past 10 Years</p> <p align="center">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 Fuel System Installations? (yes/no)	Included Municipal Clients? (yes/no)	Included Fuel System Commissioning Services? (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 M

Professional Services Agreement Acknowledgement Page

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

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

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

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

List exceptions in the area below:

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

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

Exhibit M

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 M



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

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

*Evanston Service Center North Fuel Island Replacement
("the Project")
RFP Number: 23-04*

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

I. COMMENCEMENT DATE

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

II. COMPLETION DATE

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

III. PAYMENTS

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

IV. DESCRIPTION OF SERVICES

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

V. GENERAL PROVISIONS

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

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. 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 2007, PDF, ARTView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

- 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 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.
- 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: _____

Luke Stowe

Its: _____

Its: 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 RFP/Q # _____ (Exhibit B) and Consultants Response to Proposal (Exhibit C) Dated: _____

EXHIBIT N

PROPOSAL BOND SUBMITTAL LABEL (If Applicable)

SUBMITTAL NUMBER: _____

SUBMITTAL NAME: _____

SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____

**Evanston Service Center Master Plan
Consolidated Fuel Island – Technical Memo**

Background

The Evanston Service Center site currently has two fuel islands: the North Fuel Island in the Northwest Courtyard and the South Fuel Island in the Central Courtyard. The fuel pumps at both Fuel Islands are beyond their useful life, require replacement, and the City has indicated a desire to consolidate all new fuel pumps into one location. The City intends to maintain the South Fuel Island as a backup until they deem it is no longer desirable to maintain.

Description

The technical memorandum outlines the assessment of demolishing the North Fuel Island and reconstructing a “consolidated” fuel island in the Northwest Courtyard. The Consolidated Fuel Island will have the same capacity of both the existing North and South Fuel Islands combined. The South Fuel Island is planned to be demolished in the future at the City’s discretion. Consolidating the fuel islands is part of the transition to free up space for other activities and create one location for fossil fuel deliveries and vehicle refueling. This consolidation will achieve the goal of replacing the existing unreliable fuel pumping system with one that is reliable. In addition, consolidating the fuel islands opens up the possibility of demolishing the South Fuel Island which will free up space and circulation in the Central Courtyard, reduce the cost of maintenance, and further facilitate the elimination of biodiesel fuel. Furthermore, as the City makes the transition to electric vehicles (EVs), congestion at the Consolidated Fuel Island will be reduced along with a reduction in frequency of fuel truck deliveries from lack of demand.

The City of Evanston engaged with Stenstrom Petroleum Services in 2020 to provide a proposal and a budgetary estimate for two potential strategies to replace the fuel islands at the Service Center (Refer to Appendix I). The first strategy indicated in the Stenstrom proposal replaces the two fuel islands in kind. The second strategy involves the consolidation of the two fuel islands at one location. The concepts included in Stenstrom’s Consolidated Fuel Island proposal have been expanded and investigated further in this memorandum.

The proposed strategy includes demolition of the North Fuel Island in the Northwest Courtyard, before the construction of a new larger Consolidated Fuel Island is constructed in a similar location. The new fuel island will have a fueling capacity equal to the cumulative capacity of both existing fuel islands, allowing the existing South Fuel Island in the Central Courtyard the opportunity to be removed. At that point, the new Consolidated Fuel Island would become the sole location serving all vehicle types serviced by the facility. Redundancy is maintained with the inclusion of two pumps of each fueling type and a backup power generator.

Initiative Benefit Comparison	
<p><u>Advantages</u></p> <ul style="list-style-type: none"> • Update Fuel Pumps, reliability • Improve space needs and circulation in Central Courtyard • Maintenance effort and costs reduced due to single location • Facilitate the elimination of biodiesel fuel • Considers future transition to electric vehicles 	<p><u>Disadvantages</u></p> <ul style="list-style-type: none"> • Increases traffic and activity in the Northwest Courtyard • Construction period will reduce capacity and may put stress on refueling needs

**Evanston Service Center Master Plan
Consolidated Fuel Island – Technical Memo**

Basis of Design

The recommended layout is based on the Stenstrom proposal and consists of a 50-foot-long linear fuel island with four (4) single product dual hose fuel dispensers, each one accessible from both sides. The layout differs from the Stenstrom proposal in regard to the arrangement of diesel and unleaded gasoline dispensers. It is recommended that the diesel fuel dispensers be located at either end of the island and the middle two dispense unleaded gasoline (See Figure 1). This layout is intended to maximize space for larger diesel vehicles. The dispensers have one hose on each side, which allows simultaneous refueling of four (4) vehicles with unleaded gasoline, four (4) vehicles with diesel gasoline, or up to four vehicles in a combination of both fuels. The consolidated single Island layout contains space for up to four (4) vehicles to be fueled at one time. The diagrams in Appendix G depict three refueling configuration scenarios; the first with four gasoline powered pickup trucks refueling simultaneously, the second with four gasoline powered pickup trucks outfitted with snowplows and salt spreaders refueling simultaneously, and the third with four different types of large diesel fueled vehicles refueling simultaneously. The Fuel Island’s dimensions and special constraints have been analyzed to accommodate these vehicle types. Per NFPA 30 the maximum length of a fuel hose is 18-feet. The conceptual layout configuration demonstrates vehicle fuel port locations within 16-feet of the fuel pump dispenser.

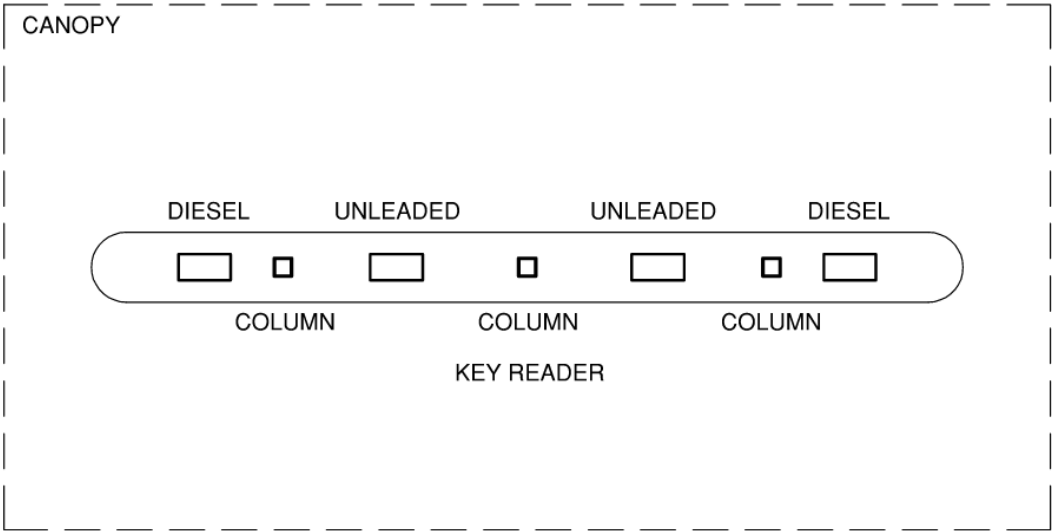


Figure 1: Fuel Island Configuration

The Stenstrom proposal indicates the fuel island oriented on a north-south axis. This proposal recommends an orientation along the same axis as the internal roadway to facilitate ease of access and traffic flow, (See Figure 2). Additionally, the Stenstrom Proposal includes an optional canopy. The dimensions of this canopy are 60’L x 30’W x 16’H. We recommend the canopy to improve operator comfort through protection from the sun and inclement weather. The Stenstrom proposal indicates providing a new fuel island mounted DEF (diesel exhaust fluid) tank. The City has indicated that the current DEF tank, located between two vehicle maintenance bays in Building A is in an appropriate location, is in good working order, and does not need to be replaced. Accordingly, the existing DEF tank is to remain, and no new DEF tank is recommended to be provided.

**Evanston Service Center Master Plan
Consolidated Fuel Island – Technical Memo**

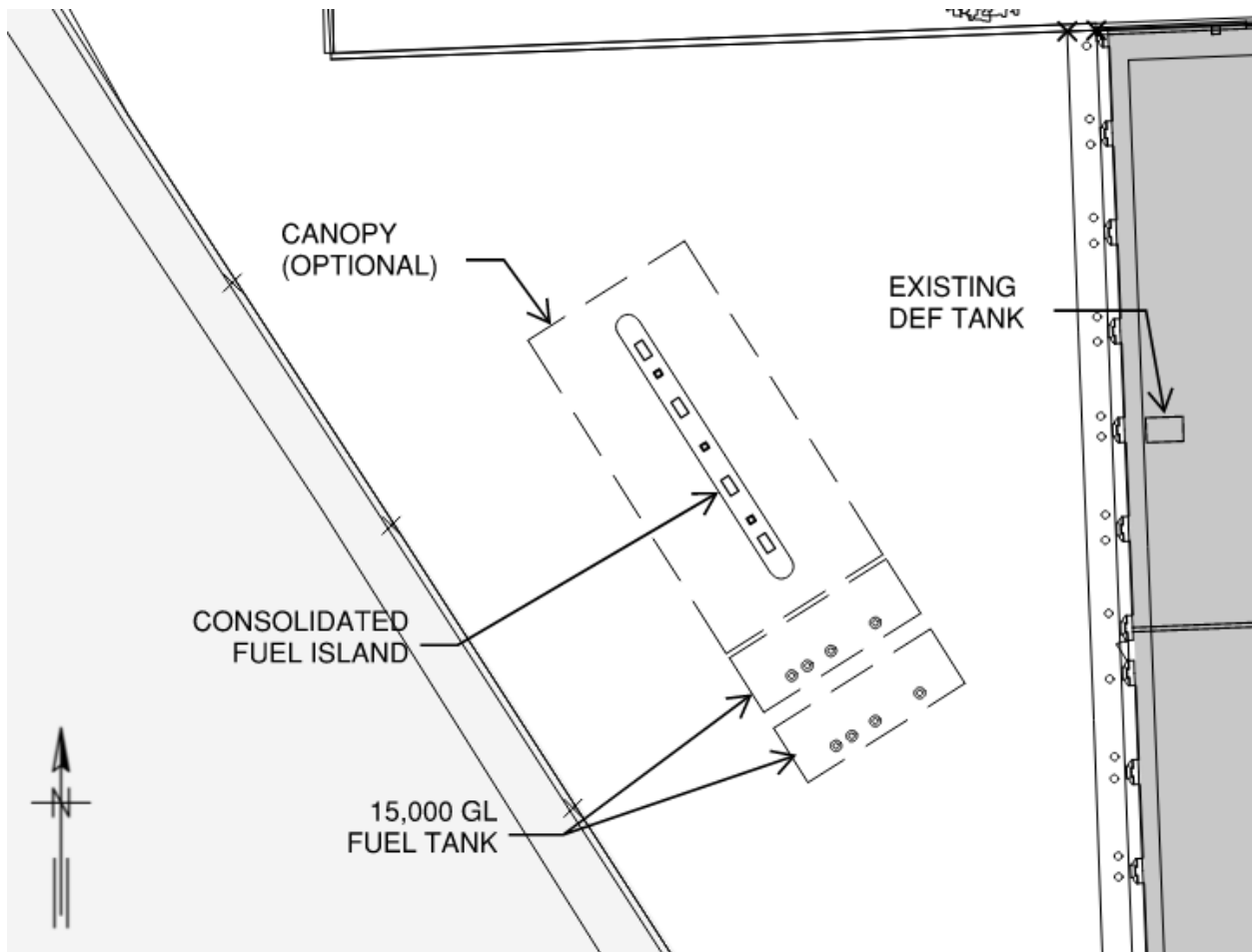


Figure 2: Consolidated Fuel Island Site Plan

Traffic flow was analyzed for different vehicle types to assure the appropriate turning radiuses and circulation space was available. Traffic flow diagrams and fuel island layout are provided to demonstrate a viability of the conceptual layout. A detailed analysis with field verified dimensions should inform modifications to the locations of specific elements during design. Refer to the traffic flow diagrams in Appendices C through F depicting different types of vehicles approaching the fuel island to refuel. Appendix C depicts the path of a typical pickup truck approaching from the north to refuel on either side of the fuel island. Vehicle traffic for a typical vehicle approaching from the south is anticipated to have a very similar traffic path. Additionally, two vehicle paths show how a typical vehicle can navigate around the island and access the two most remote vehicle maintenance bays. Appendix D depicts the path of an articulated fire truck approaching from the north to refuel in either side of the fuel island. Appendix E depicts the path of an articulated fire truck approaching from the south to refuel on either side of the fuel island. Appendix F depicts the path of a tanker truck pulling into the area by the tanks to refuel. Appendix H depicts a school bus being towed into the pull through vehicle maintenance bay.

The Service Center's existing two fueling stations each contain four (4) 10,000 gal underground tanks for the two (2) dual gun fuel dispensers. A total of eight (8) 10,000 gal underground tanks contain the unleaded gasoline, diesel, and biodiesel fuels for various fleet vehicles. The Service Facility consumed approximately 105,626 gallons of gasoline, 95,356 gallons of diesel, and 60,700 gallons of biodiesel between July of 2020 and June of 2021. The Service facility received thirteen (13) gasoline deliveries,

**Evanston Service Center Master Plan
Consolidated Fuel Island – Technical Memo**

twenty-one (21) diesel deliveries and twenty (20) biodiesel deliveries during the indicated time period. The total capacity of all eight (8) tanks is much larger than the total fuel consumption of the site. With the elimination of biodiesel as a fuel source and the fuel tanks being consolidated to one location, there is not a need for as many tanks. The estimated demand for gasoline is about 105,000 gallons and the demand for diesel is about 156,000 gallons (combined diesel and biodiesel demand). In consolidating the number of tanks to two (2) 15,000 gal tanks for gasoline and diesel fuel only, the new tank capacity will be able to handle the required fuel consumption. The amount of fuel deliveries is anticipated to be equal to or less than before and will taper down as the City converts the fossil fuel burning fleet vehicles to electric vehicles based on the City's carbon neutral goal.

The Stenstrom proposal does not make an explicit recommendation on the proposed location of the new fuel tanks. In this memorandum the recommended location for the two (2) 15,000 gal fuel tanks is to the south of the new Consolidated Fuel Island. This location is in approximately the same location of the existing four (4) 10,000 gallon tanks and is anticipated to allow for a similar procedure for refueling as with the existing condition.

Facility Impacts

The fuel island is a self-contained system which will not have any required connection from the Service Center's utility system except for the power supply to the pump equipment and monitoring equipment. Currently, the fuel island pump system is powered by a 12.5kW emergency generator in Building B and an emergency power (EM) panel located in Building A. The 12.5kW generator is approximately 40 years old.

The existing 12.5kW generator for the fuel pumps has been re-built within the last ten years and is in good working condition. However, it is recommended to replace the existing 12.5kW generator, due to its age. The Master Planning work includes a proposal to replace the existing 100kW portable generator at the facility with a new permanent emergency generator. If the initiative to replace the facility backup generator is pursued concurrently or in advance of the fuel island consolidation, it is recommended to have the new fuel pumping system and monitoring system be connected to the new permanent generator system. This will provide the stability and reliability of the power source needed since the fuel pumping system is critical for the facility's operation.

The proposed new Consolidated Fuel Island in the Northwest Courtyard will consist of two (2) 15,000 gal underground tanks and four (4) single product dual hose fuel dispensers. The total power requirement will be similar or slightly lower after a consolidation to that of the current two fuel islands combined, since the total number of fuel dispensers will be the same. Any loads from tanks and accessories are anticipated to decrease since there will be fewer tanks to monitor. Therefore, the existing power panel is estimated to be sufficient to support the new fuel island configuration with some modifications such as new breakers and feeders.

However, the City has indicated a desire to maintain the South Fuel Island. If the existing South Fuel Island remains operational after the construction of the Consolidated Fuel Island is completed, the existing electrical panel will not be sufficient to provide electrical service to the six (6) total fuel dispensers and associated pumps. As shown in Figure 4 of the existing electrical panel, there are no spare breakers nor space to add breakers. Since the fuel dispensers and associated pumps are non-coincidental loads (not all the dispensers will be operated at a given time), existing power capacity will be sufficient, but the existing panel has to be replaced with more breakers. Additionally, since the existing 12.5kVA generator needs to be replaced due to its age, it will be beneficial to have a bigger generator. It is recommended to provide a 30kW generator and a 125A panel to support all of the fuel island related equipment such as dispensers, pumps and lighting along with the monitoring system.

**Evanston Service Center Master Plan
Consolidated Fuel Island – Technical Memo**

The existing Veeder Root tank leak detection system is outdated and will be obsolete after the fuel tank replacement. A new Veeder Root system is proposed to be provided along with detection sensors and level probes. The power source for the new Veeder Root and alarming system shall be provided from the EM panel for its critical operations.



Figure 3: 12.5kVA generator



Figure 4: EM panel located in utility closet

The greatest impact to operations during the project will be the disruption to the Northwest Courtyard area during demolition and construction. The Stenstrom proposal includes soil sampling and removal of up to 900 tons of contaminated soil. This volume of contaminated soil is anticipated to cover the extent of contaminated soil removed for excavation. Refer to the attached Appendix B for anticipated extents of construction. During this period, access from the North entrance off Simpson Street will be constricted, which increases the chances of congestion for vehicles coming from the Northwest Courtyard into the Central Courtyard. The City intends to maintain the South Fuel Island during the demolition and construction of the North Fuel Island to provide an interim fueling location on site. Increased congestion in the Central Courtyard should be anticipated during the period of construction since all vehicles will be refueling at the South Fuel Island.

The other significant site impacts during construction will be the restriction of access to the vehicle maintenance bays in Building A. Operations are anticipated to consume most of the Northwest Courtyard with demolition, excavation, construction, and construction staging, leaving only enough space for vehicle traffic to the Central Courtyard along the west edge of the site. Construction should be phased to minimize the area affected by construction at any given time, but limited to no access to the vehicle maintenance bays is unavoidable during this period. The City has indicated they plan to rely on third party vehicle repair services while the vehicle maintenance bays are inaccessible. We recommend that the city plan for a period of disruption of twelve (12) to fifteen (15) weeks. During design a detailed construction phasing plan should be developed to minimize the disruption to as few bays as possible for as short a period as possible.

**Evanston Service Center Master Plan
Consolidated Fuel Island – Technical Memo**

Cost Analysis

Costs for this initiative are based on the Stenstrom budgetary estimate the City received in 2020 and additional engineering judgement recommendations. Mobilization, overhead, and profit are assumed to be included in Stenstrom’s budgetary numbers. Additional costs are added to the totals to include a 15% design fee. The Stenstrom budgetary estimate included two options. The first option provides the costs for removal of a single fuel island and replacing it in kind. The cost for replacing both the North and the South fuel islands would be doubling the cost to replace a single fuel island. The Second option includes demolition of both the North and the South Fuel Islands and replacing them with a single Consolidated Fuel Island in the North Courtyard. The Stenstrom budgetary estimates for these options were provided in 2020. Due to the current state of the market, the Stenstrom estimate is expected to go up by as much as 50%. Additionally, The City has indicated that their current DEF tank system is sufficient and does not need to be replaced. The DEF tank is estimated at \$50,000, not considering escalation and is deducted from the totals.

Replace in Kind Option	Capital Investment
North Fuel Island Replacement	\$800,000
South Fuel Island Replacement	\$800,000
North Canopy, 40'x30'x16' (optional)	\$75,000
South Canopy, 40'x30'x16' (optional)	\$75,000
Subtotal	\$1,750,000
Market Escalation (50%)	\$875,000
Design Fees (15%)	\$393,750
AACE Class 5	\$3,018,750
Low End	\$1,509,375
High End	\$6,037,500

Consolidated Fuel Island Option	Capital Investment
Fuel Island Consolidation	\$1,150,000
DEF Tank (less tank)	- \$50,000
Canopy, 60'x30'x16' (optional)	\$115,000
Subtotal	\$1,150,000
Market Escalation (50%)	\$575,000
Design Fees (15%)	\$258,750
AACE Class 5	\$1,983,750
Low End	\$991,875
High End	\$3,967,500

In addition to the Stenstrom proposal there are additional costs associated with maintaining the South Fuel Island concurrently with the Consolidated Fuel Island. These costs include a new 125A panelboard, automatic transfer switch, conduits and feeders, and costs for recircuiting existing items related to the new 125A panel. In addition, the recommended 30kW generator to provide backup power to both fuel islands is estimated to cost \$40,000. For comparison a new 12.5kW generator is estimated to cost \$35,000.



**Evanston Service Center Master Plan
Consolidated Fuel Island – Technical Memo**

Premium to Maintain South Fuel Island	Capital Investment
Generator (Increase from 12.5 kW to 30 kW)	\$5,000
125 A Automatic Transfer Switch	\$10,000
125 A Panelboard	\$10,000
Re-circuiting and New Connections	\$15,000
Conduits and Feeders	\$20,000
Subtotal	\$60,000
Design Fees (15%)	\$9,000
Mobilization (5%)	\$3,000
Overhead and Profit (20%)	\$12,600
AACE Class 5	\$84,600
Low End	\$42,300
High End	\$169,200

The recommended option is to provide the Consolidated Fuel Island with a canopy in the Northwest Courtyard. Along with this option the City should implement the improvements to maintain the South Fuel Island. The foundation for the estimate for the proposed option is based on the Stenstrom budgetary estimate. The Stenstrom estimate includes two (2) 15,000 gallon tanks, new electrical from building to fueling equipment, a fueling island, a tank pad and fueling apron, a Veeder Root TLS-450 tank gauging system, and the Fuelmaster system. Conversations with Stenstrom indicated that the cost provided in this option can be considered to include, four (4) under dispenser sumps and four (4) single product/dual hose fuel dispensers even though their estimate originally indicated three (3). The optional canopy is also included in this cost. Additionally, the demolition costs includes removal of the North Fuel Island, initial environmental soil analysis, and removal of up to 900 tons of contaminated soil. The Stenstrom estimate included costs for South Fuel Island Demolition and a new DEF tank. However, the \$150,000 cost of demolishing the South Fuel Island and the \$50,000 cost of the DEF tank, not including escalation, were not included as part of the costs in the recommended option.

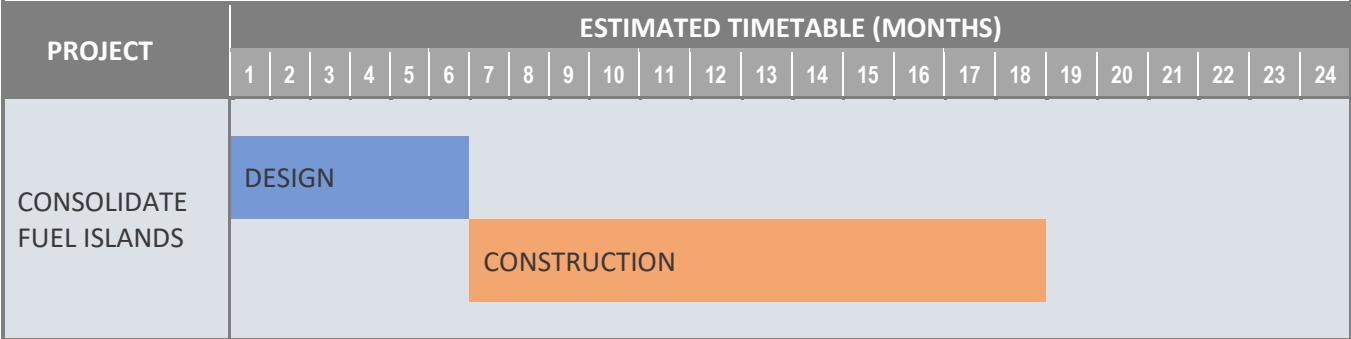
**Evanston Service Center Master Plan
Consolidated Fuel Island – Technical Memo**

Recommended Option	Capital Investment
Fuel Island Consolidation (w/ 50% Escalation, Less DEF tank, Less South Island Demo)	\$1,425,000
Canopy, 60'x30'x16' (w/ 50% Escalation)	\$172,500
30 kW Generator	\$40,000
125 A Automatic Transfer Switch	\$10,000
125 A Panelboard	\$10,000
Re-circuiting and New Connections	\$15,000
Conduits and Feeders	\$20,000
Subtotal	\$1,692,500
Design Fees (15%)	\$253,875.00
Mobilization (5%) *	\$4,750
Overhead and Profit (20%) *	\$23,750
AACE Class 5	\$1,974,875
Low End	\$987,438
High End	\$3,949,750

* Mobilization, Overhead, and Profit already included in Fuel Island Consolidation and Canopy and are excluded from this calculation.

Timeline

The fuel island initiative is a top priority for The City and is recommended for near term implementation to eliminate the current outdated fuel system. The duration of the project is anticipated to take a year to a year and a half from the start of design to construction completion. Design is anticipated to take 3 to 6 months Procurement is anticipated to take between 3 to 6 months with and overall construction duration of 9 to 12 months. An Additional factor affecting the schedule is a lengthy IEPA approval process related to the potential removal of contaminants. If the project does not remove more contaminated soil than is necessary for the excavation of the existing tanks the IEPA process is not expected to increase the length of the project beyond the estimate for procurement and construction provided above.



**Evanston Service Center Master Plan
Consolidated Fuel Island – Technical Memo**

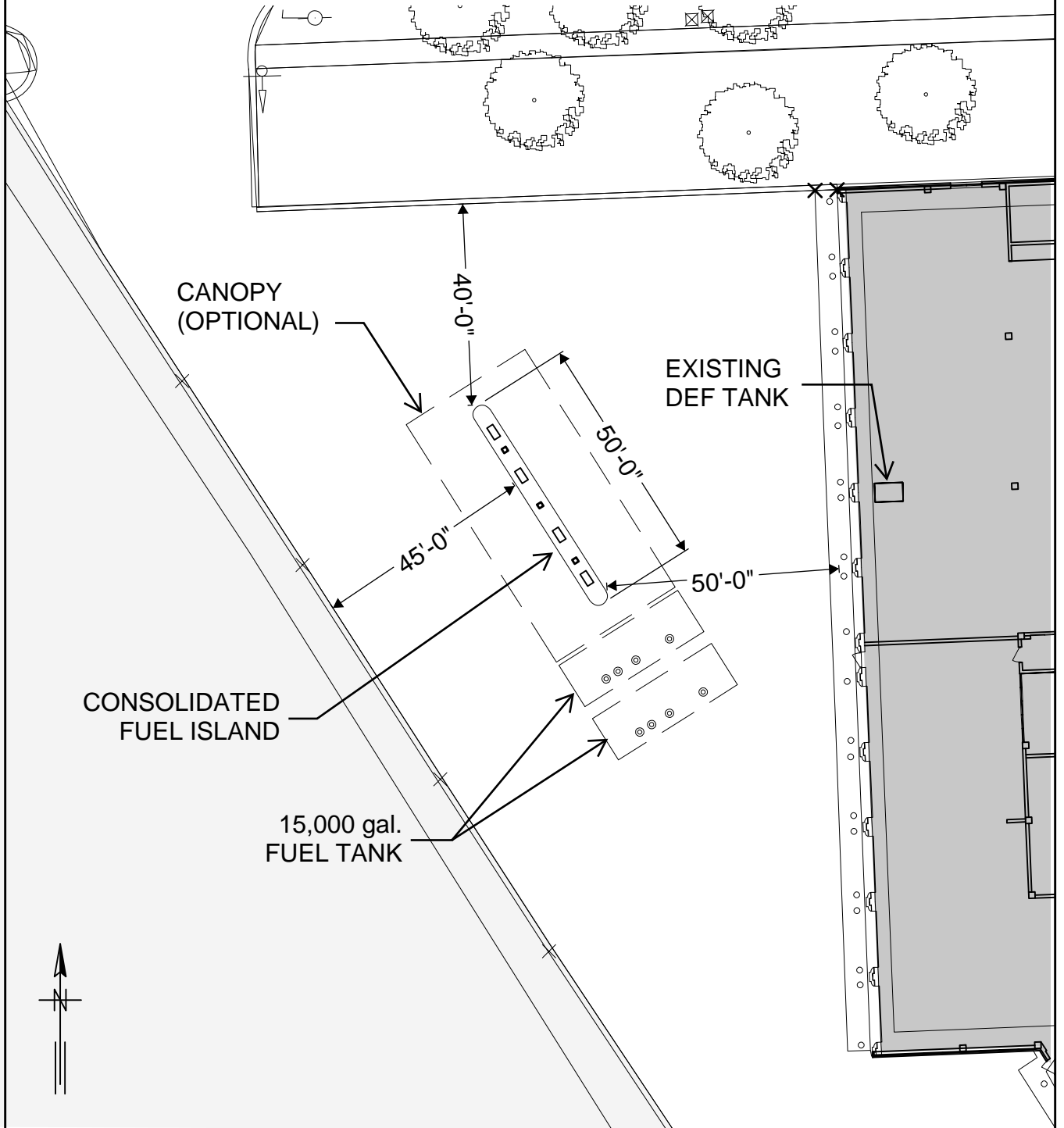
Recommendations

We recommend the installation of the proposed Consolidated Fuel Island with a canopy oriented along the access roadway in the Northwest Courtyard and the future demolition of the South Fuel Island in the Central Courtyard. This recommended configuration includes four fuel pumps located on a single 50-foot-long fuel island and two 15,000 gallon which will be supported by a new 30 kW backup generator and necessary electrical modifications to maintain both fuel islands concurrently.

Appendix A

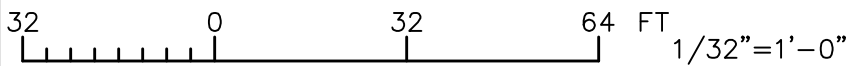
Consolidated Fuel Island Site Plan

CONSOLIDATED FUEL ISLAND



CONSOLIDATED FUEL ISLAND

SCALE: 1/32" = 1'-0"



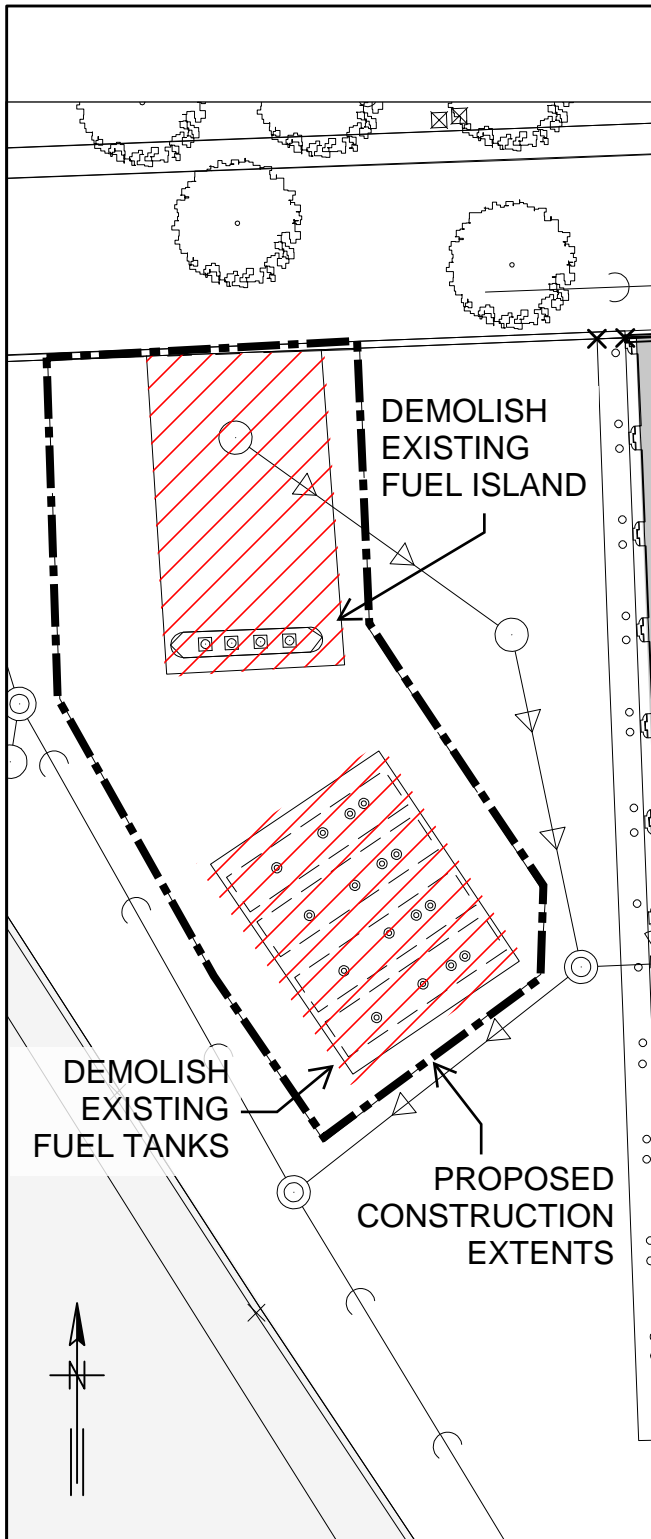
GREELEY AND HANSEN

Appendix B

Proposed Construction Extents

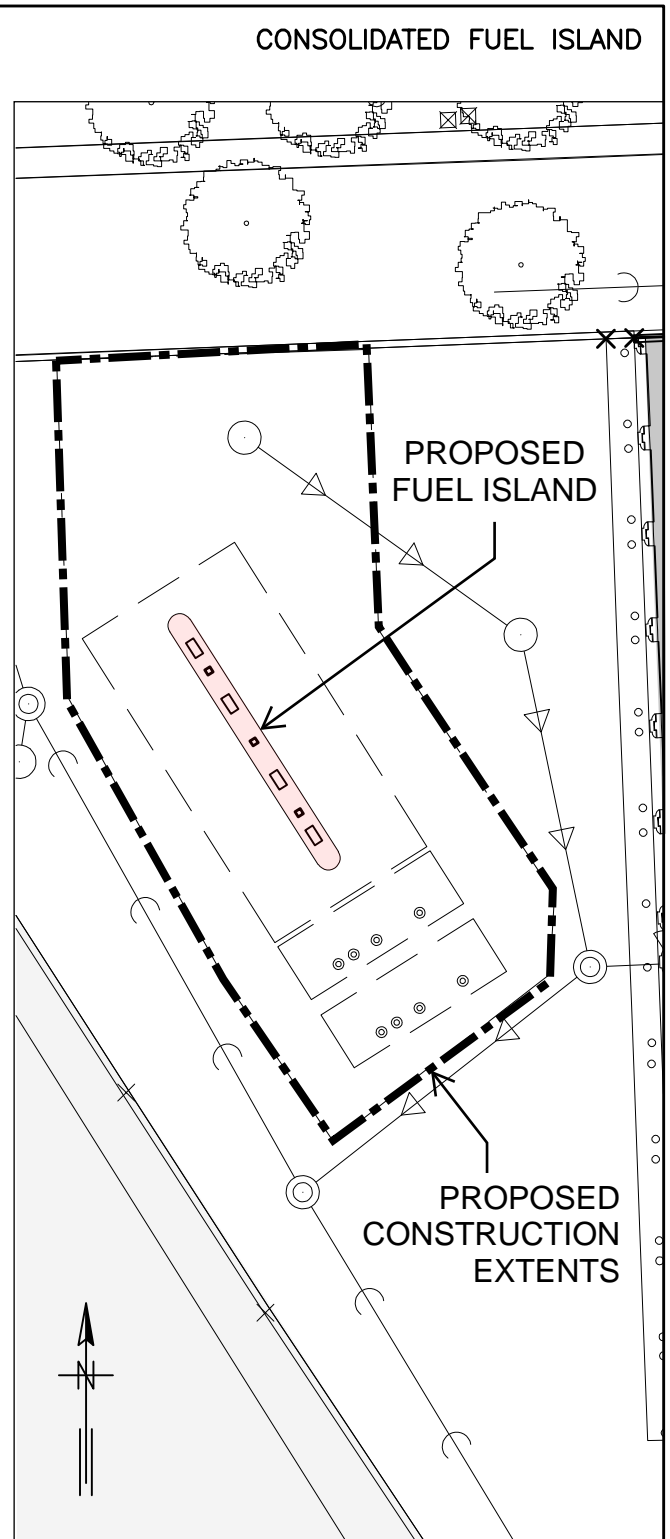
Site Plans

CONSOLIDATED FUEL ISLAND



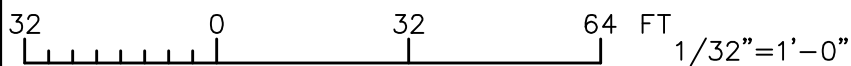
CONSTRUCTION EXTENTS DEMOLITION

SCALE: 1/32" = 1'-0"



CONSTRUCTION EXTENTS PROPOSED

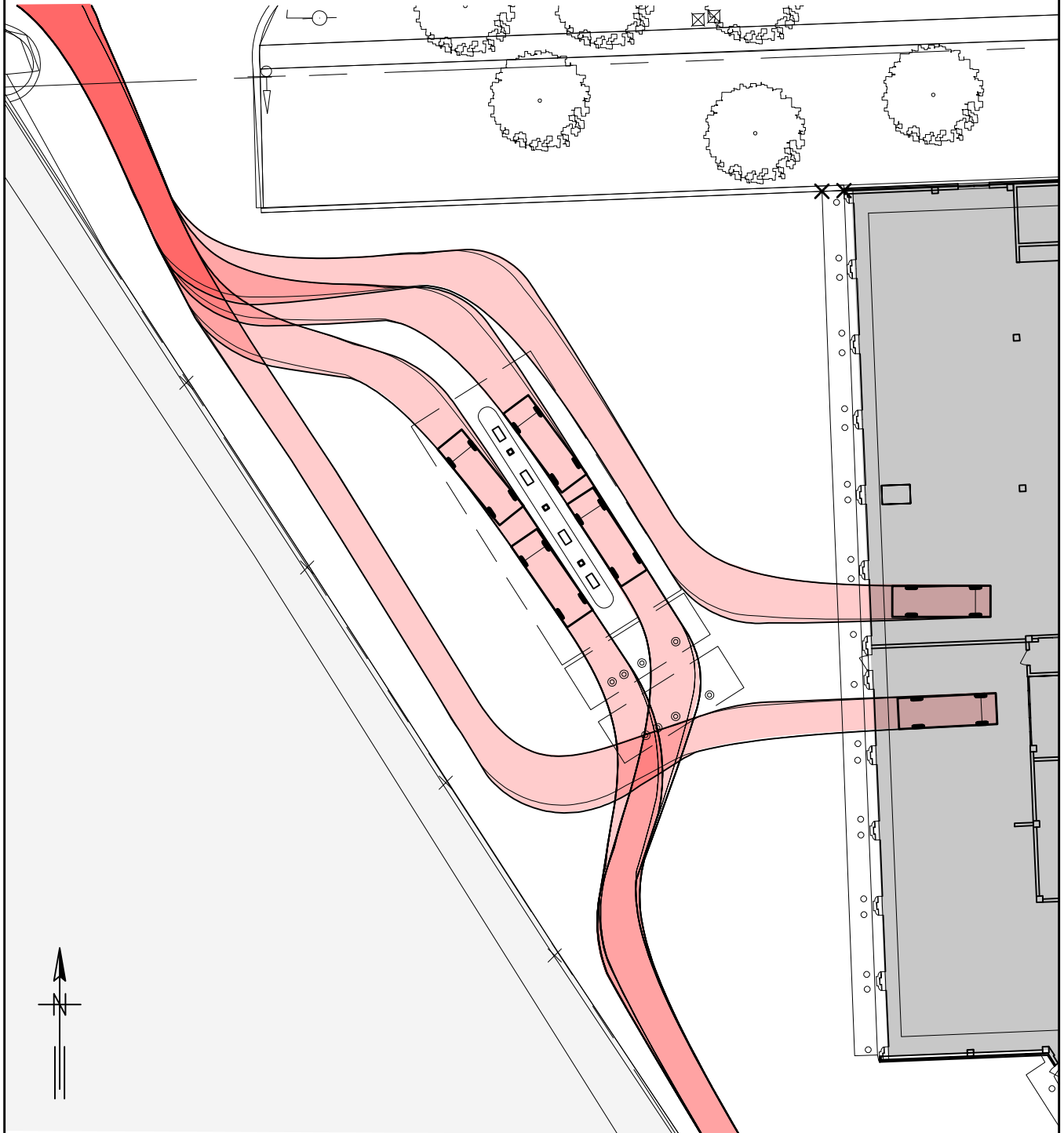
SCALE: 1/32" = 1'-0"



Appendix C

Typical Vehicle Traffic Path

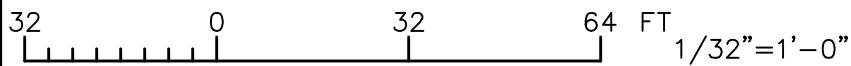
CONSOLIDATED FUEL ISLAND



TYPICAL VEHICLE TRAFFIC

SCALE: 1/32" = 1'-0"

This traffic flow diagram depicts the schematic swept path analysis of a pickup truck heading from north to south. Two paths depict the vehicle approaching from Simpson St. and accessing either side of the proposed Fuel Island. The other two paths demonstrate vehicle access into two of the most remote vehicle maintenance bays.



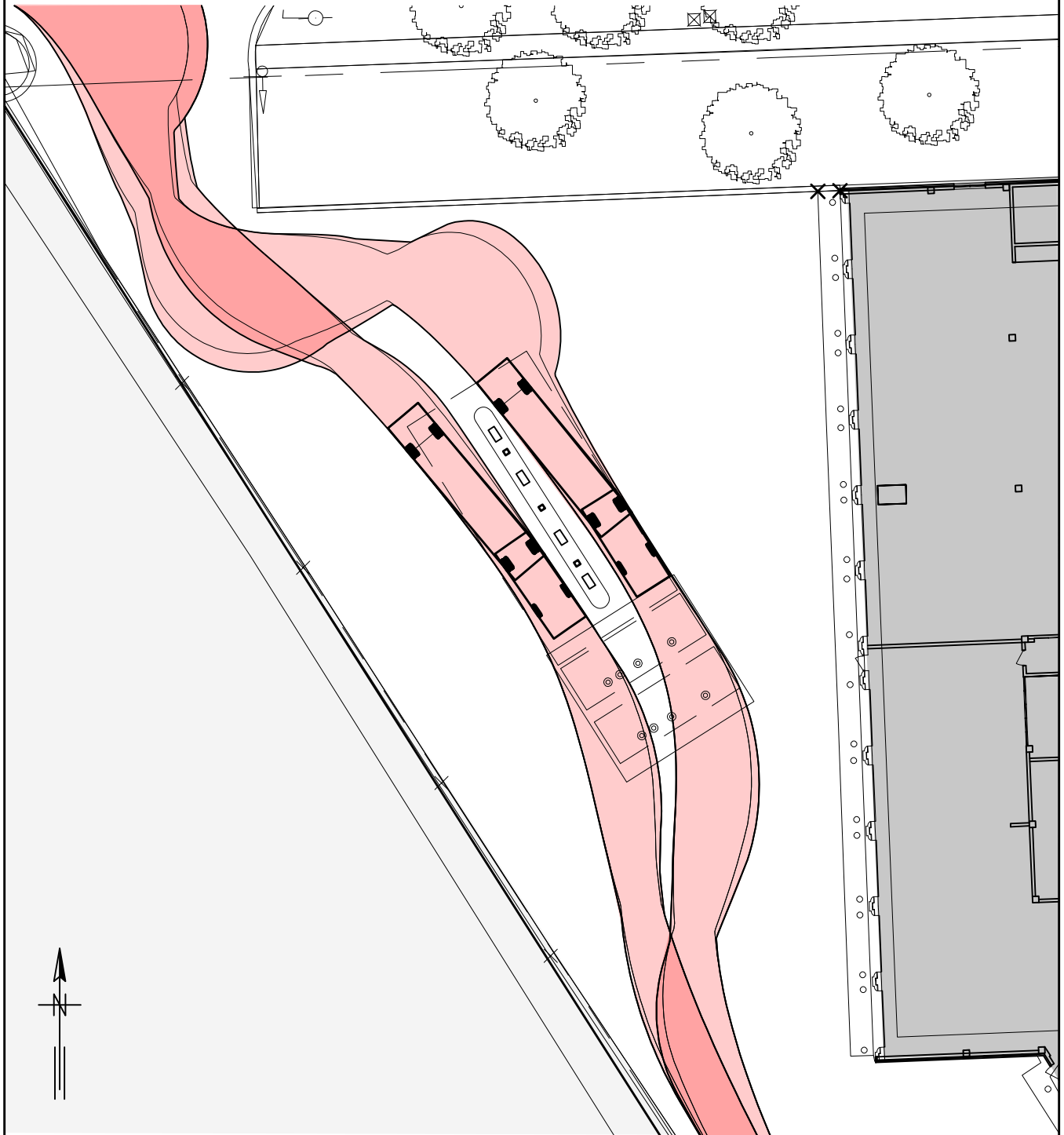
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Appendix D

Articulated Fire Truck Traffic Path

North to South

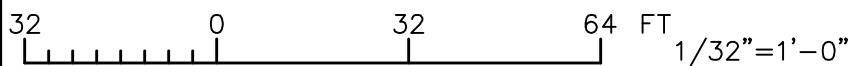
CONSOLIDATED FUEL ISLAND



ARTICULATED FIRE TRUCK TRAFFIC

SCALE: 1/32" = 1'-0"

This traffic flow diagram depicts the schematic swept path analysis of an articulated fire truck heading from north to south. The two paths depict the vehicle approaching from Simpson St. and accessing either side of the proposed Fuel Island.



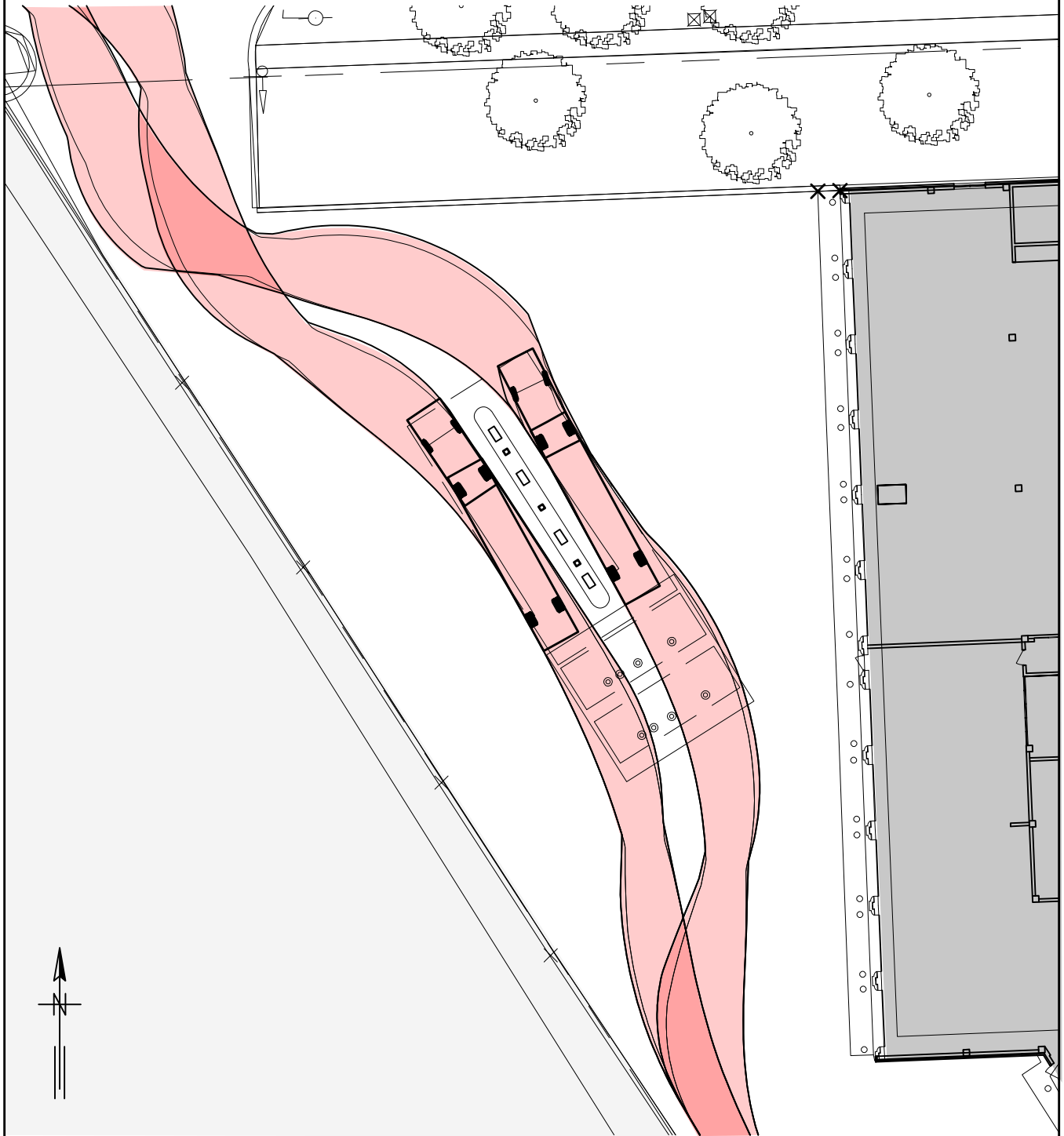
GREELEY AND HANSEN

Appendix E

Articulated Fire Truck Traffic Path

South to North

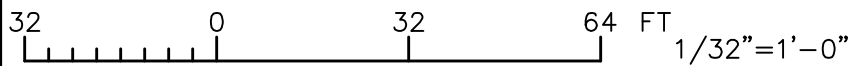
CONSOLIDATED FUEL ISLAND



ARTICULATED FIRE TRUCK TRAFFIC

SCALE: 1/32" = 1'-0"

This traffic flow diagram depicts the schematic swept path analysis of an articulated fire truck heading from south to north. The two paths depict the vehicle approaching from the Central Courtyard and accessing either side of the proposed Fuel Island before exiting onto Simpson St.

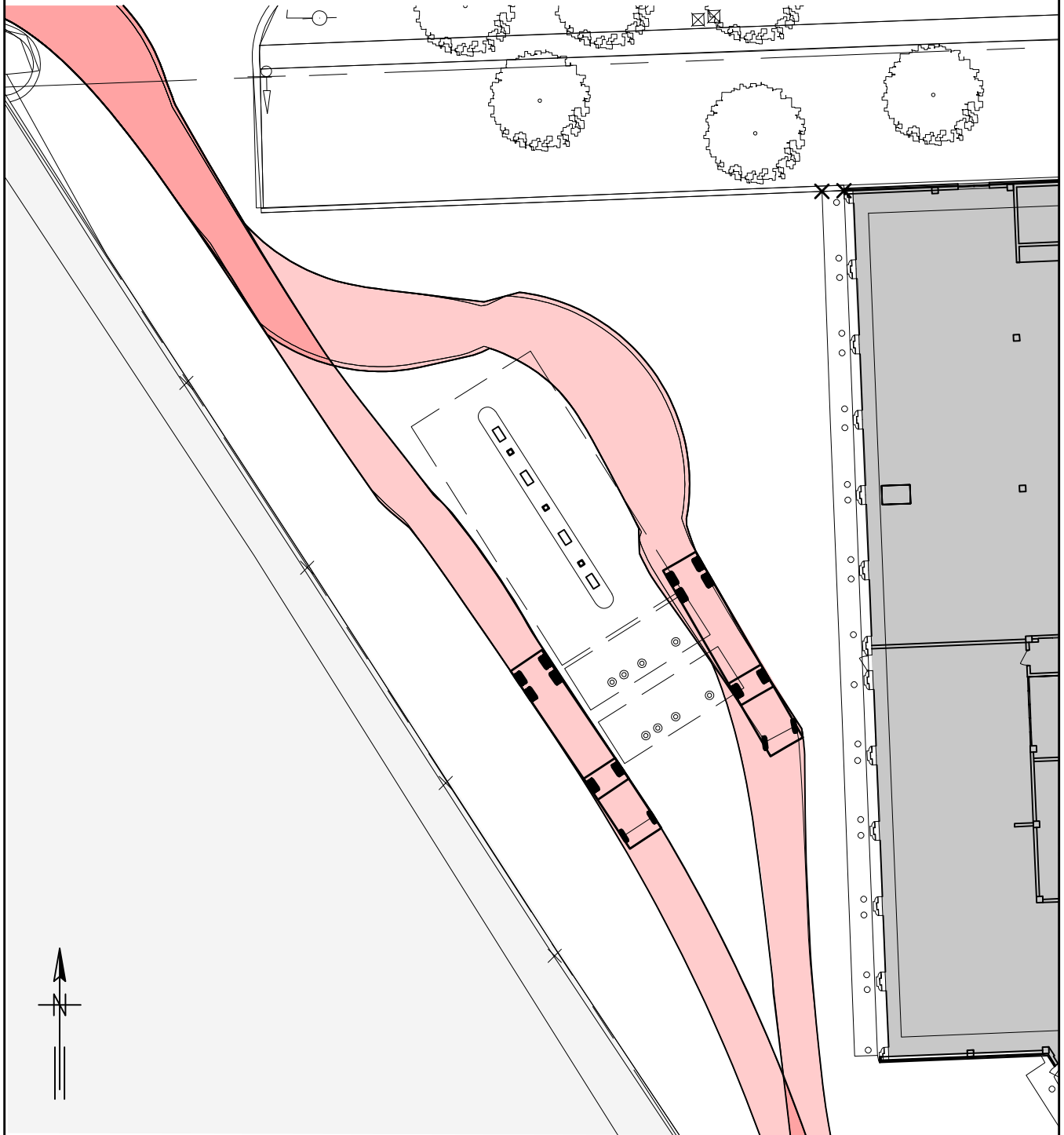


GREELEY AND HANSEN

Appendix F

Fuel Delivery Traffic Path

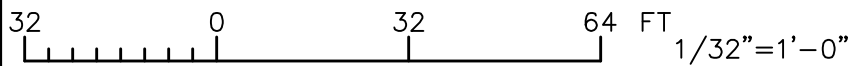
CONSOLIDATED FUEL ISLAND



FUEL DELIVERY

SCALE: 1/32" = 1'-0"

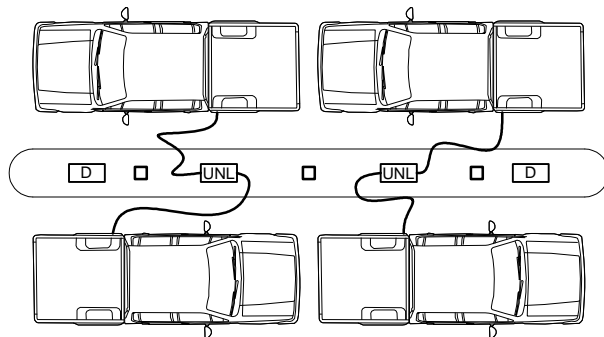
This traffic flow diagram depicts the schematic swept path analysis of a fuel truck making a fuel delivery. The path depicts the vehicle approaching from Simpson St., stopping adjacent to the fuel tanks, either to the west or east ends of the tanks, and exiting in the direction of the central courtyard.



GREELEY AND HANSEN

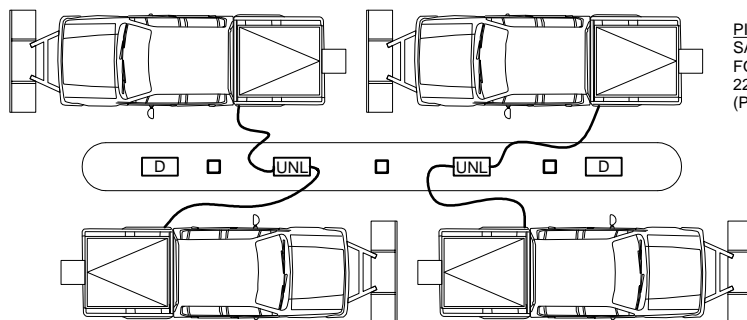
Appendix G

Refueling Configuration Diagrams



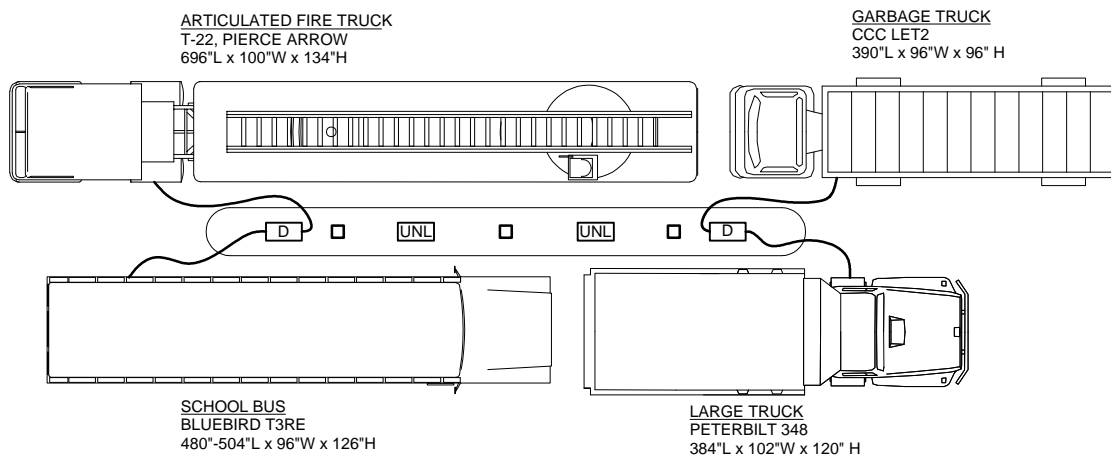
PICKUP TRUCK
FORD F250 4X4
228-263"L x 80"W x 80"H

SAMPLE CONFIGURATION 1
4 STANDARD PICKUP TRUCKS



PICKUP TRUCK (W/PLOW &
SALT SPREADER)
FORD F250 4X4
228-263"L x 80"W x 80"H
(PLOW:+48", SALT:+24")

SAMPLE CONFIGURATION 2
4 STANDARD PICKUP TRUCKS W/PLOWS AND SALT SPREADERS



ARTICULATED FIRE TRUCK
T-22, PIERCE ARROW
696"L x 100"W x 134"H

GARBAGE TRUCK
CCC LET2
390"L x 96"W x 96" H

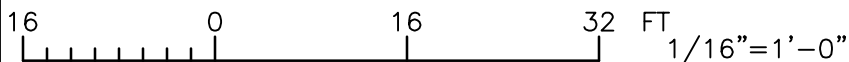
SCHOOL BUS
BLUEBIRD T3RE
480"-504"L x 96"W x 126"H

LARGE TRUCK
PETERBILT 348
384"L x 102"W x 120" H

SAMPLE CONFIGURATION 3
LARGE MIXED VEHICLES

REFUELING CONFIGURATIONS

SCALE: 1/16" = 1'-0"

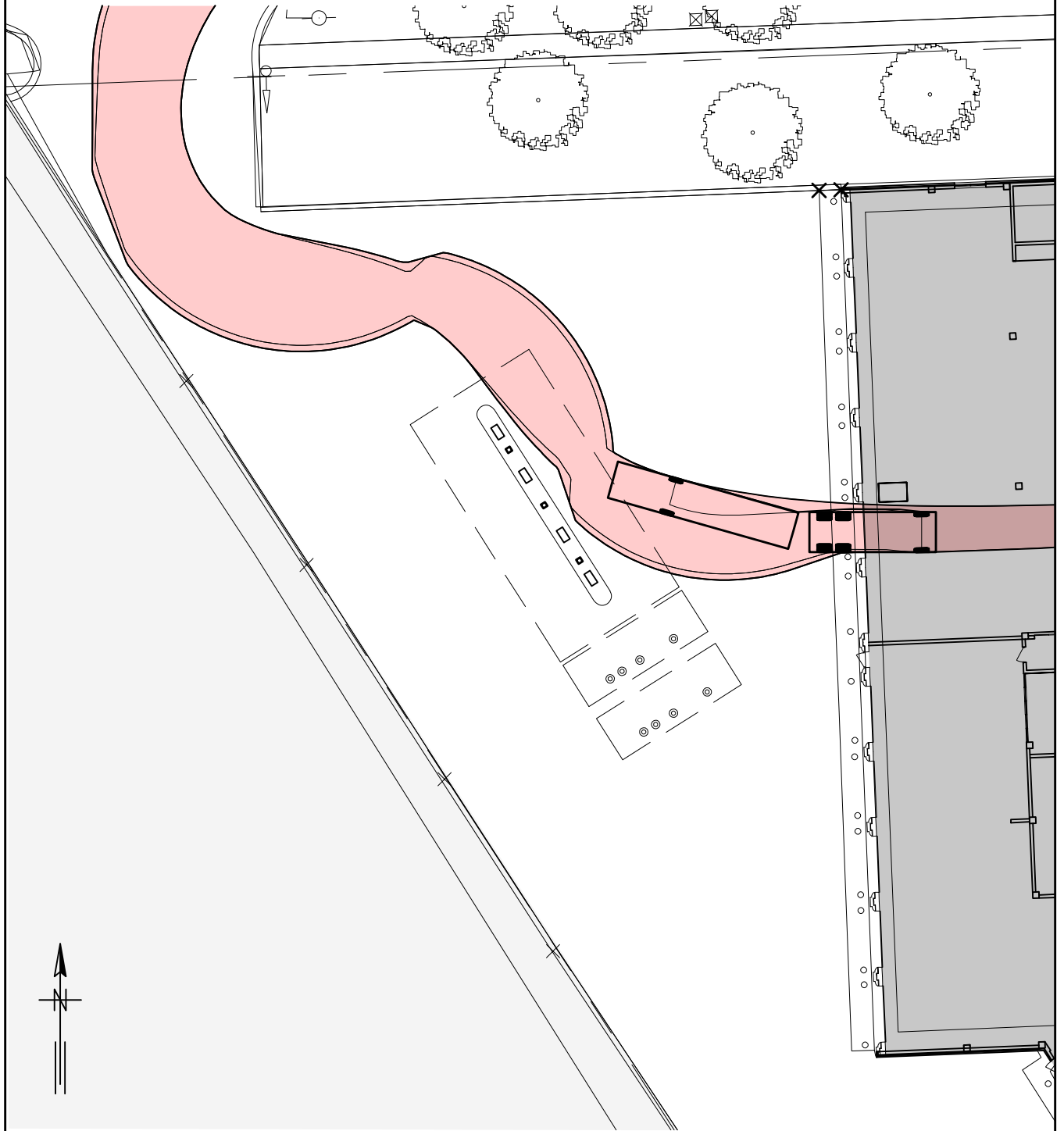


ABBREVIATIONS
D - DIESEL FUEL
UNL - UNLEADED GASOLINE

Appendix H

Pull Through Bay Path

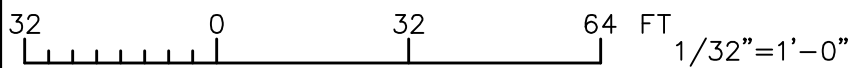
CONSOLIDATED FUEL ISLAND



DRIVE THROUGH BAY

SCALE: 1/32" = 1'-0"

This diagram depicts the schematic swept path analysis of a school bus being towed heading from Simpson St. into the pull through vehicle maintenance bay.



GREELEY AND HANSEN

Appendix I

Stenstrom Proposal and Budgetary Estimate



Pedro Ulloa <pulloa@cityofevanston.org>

revised budgetary cost

1 message

Jason Reed <JasonRe@rstenstrom.com>
To: Pedro Ulloa <pulloa@cityofevanston.org>

Fri, Jan 31, 2020 at 7:58 AM

Good Morning Pedro.

Please see revised budgetary cost for the removal and replacement of you fuel system

The changes that were made are as follows:

- Only one new fueling system as we discussed along the train tracks. Long island with two dual hose diesel dispensers and one dual hose gas dispenser
- Cost still included the two removals and contamination cleanup of both which may or may not be necessary
- New cost included just two 15,000 gallon tanks like we talked about
- I have included money in for an island mounted DEF tank and dispensing system (It is an option to go underground with that, but it is more costly)

I think those were the major changes

This is very much so still budgetary, when you guys are ready to move on to the planning stage, we can get together and layout the island with paint on the ground and it can be determined if it will work for you fire trucks and so on. Once we have a for sure plan, I can get my subs involved and can lock down some real pricing for you.

The only other thing that concerns me as at least from above, it appears that the storm or sanitary line runs almost right where the fuel island would sit. If that is not real deep or big, we may want to consider re-routing that around the fueling island just so you don't have to destroy your fuel island if there is ever work to be done on that line in the future.

Let me know if you have any questions or need anything more.

I am looking into you existing vent issue and will get back to you on that soon.

Thanks

Jason Reed
Project Manager / Estimator
Stenstrom Petroleum Services Group

WEST TRAIN TRACKS

WALL

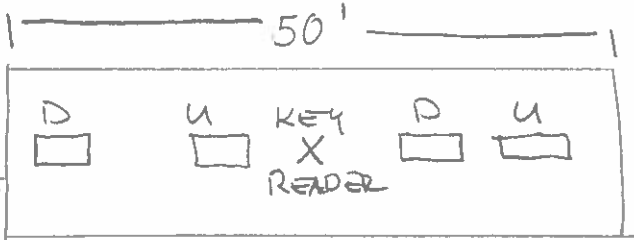
10'

10'

SEWER LINE

MINIMUM

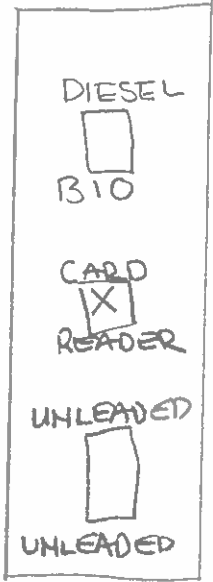
DEF
ADDITIVE



NEW PUMPS

NEW TANKS

(B) (D) (U) (C)
FUEL TANKS
EXISTING



EXISTING
Fuel
Pump

ELECTRICAL

WEST
DOOR

N.
WALL

FLEET W. SIDE

X-OH DOORS



Pedro Ulloa <pulloa@cityofevanston.org>

FW: Scanned image from MX-4141N

1 message

Jason Reed <JasonRe@rstenstrom.com>
To: Pedro Ulloa <pulloa@cityofevanston.org>

Tue, Jan 14, 2020 at 8:09 AM

Hi Pedro,

Please see attached for your current tank information including install dates

Jason Reed

Project Manager / Estimator
Stenstrom Petroleum Services Group



2422 Center Street, Rockford, IL 61108
Office: 815-398-6250 | Cell: 630-878-6354 | Fax: 815-398-0019

328 Eisenhower Lane North, Lombard, IL 60148
Office: 708-485-4105 | Cell: 630-878-6354 | Fax: 708-485-4106

PO Box 1027, Waukesha, WI 53187-1027
Office: 262-436-9161

JasonRe@rstenstrom.com
<http://www.rstenstrom.com>

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-----Original Message-----

From: scanner@rstenstrom.com <scanner@rstenstrom.com> On Behalf Of scanner@
Sent: Tuesday, January 14, 2020 7:46 AM
To: Jason Reed <JasonRe@rstenstrom.com>
Subject: Scanned image from MX-4141N

Reply to: scanner@rstenstrom.com <scanner@rstenstrom.com> Device Name: Not Set Device Model: MX-4141N

Division of Petroleum & Chemical Safety

Facility Details

Facility Number: 2005120
Status: Active
Facility Name: Fleet Service Dept.
Address: [2020 Asbury Avenue](#)
[Evanston, IL 60201](#)
County: Cook
Property Parcel:
Facility Type: City / Town
Owner Type: Municipal
Green Tag Decal: T005288
Green Tag Issue Date: 1/23/2019
Green Tag Expiration Date: 12/31/2020

Owner Details

Owner Name: City of Evanston
[2020 Asbury](#)
Owner Address: [Avenue](#)
[Evanston, IL](#)
[60201](#)
Owner Status: Current Owner
Purchase Date:
Type of Financial Responsibility: Self-Insurance
Financial Responsibility Reporting
Due Date: 5/26/2020

Motor Fuel Dispensing Permits

MFD Permit Type	Issue Date	Expiration Date
Fleet	9/27/2018	12/31/2020

Owner Summary

[Click for Facility/Tank Ownership history](#)

Owner Number	Owner Name	Owner Status	Purchase Date
U0004882	City of Evanston,	Current Owner	

Permits (Unexpired)

[Click for permit history](#)

No Active Permits Found

Deficiencies (Current)

No Deficiencies Found

IEMA Numbers Associated with the Facility

IEMA Number	Inspection Date	Inspection Type	Permit Number
99-1522	7/7/1999	Removal Log	00971-1999REM
99-1522	6/23/1999	Removal Log	00971-1999REM

LUST Fund Eligibility and Deductibility Determinations

IEMA Number	Status	OSFM Received Date	OSFM Response Date	Deductible Letter
99-1522	Partial Eligible	1/18/2000	1/21/2000	\$15,000
97-1960	Eligible	7/31/2001	8/16/2001	\$15,000

Tank Information

Tank Number 1

Capacity: 10000
 Product: Gasoline - Regular
 Petroleum Use:
 CERCLA Substance:

Status: Currently in use CAS Code:
 Regulated Status: Federal Removed Date:
 OSFM First Notify Date: 1/14/1986 Abandoned Material:
 Current Age: 38 Abandoned Date:
Install Date: 1/1/1981 Red Tag Issue Date:
 Last Used Date: Fee Due: \$0.00
 Product Date: 8/1/1981

Equipment Type	Equipment	Last Passing Date	Test Expire Date
Corrosion Prot - Piping	Fiberglass Non-Corrosive	N/A	N/A
Corrosion Prot - Tank	Fiberglass Non-Corrosive	N/A	N/A
Leak Detect - Piping	Electronic Pressurized Line Leak Detection	11/5/2019	11/5/2020
Leak Detect - Tank	Automatic Tank Gauging Veeder Root TLS 350 with CSLD	11/5/2019	11/5/2020
Overfill Prev Device Piping	Overfill Drop Tube Valve Fiberglass Single Wall Piping	10/30/2018 N/A	10/30/2021 N/A
Spill Contain Device Tank	Single Wall Spill Bucket Fiberglass Single Wall	1/7/2019 N/A	1/7/2022 N/A

Tank Number 2

Capacity: 10000 Petroleum Use:
 Product: Gasoline - Regular CERCLA Substance:
 Status: Currently in use CAS Code:
 Regulated Status: Federal Removed Date:
 OSFM First Notify Date: 1/14/1986 Abandoned Material:
 Current Age: 38 Abandoned Date:
Install Date: 6/1/1981 Red Tag Issue Date:
 Last Used Date: Fee Due: \$0.00
 Product Date: 8/1/1981

Equipment Type	Equipment	Last Passing Date	Test Expire Date
Corrosion Prot - Piping	Fiberglass Non-Corrosive	N/A	N/A
Corrosion Prot - Tank	Fiberglass Non-Corrosive	N/A	N/A
Leak Detect - Piping	Electronic Pressurized Line Leak Detection	11/5/2019	11/5/2020
Leak Detect - Tank	Automatic Tank Gauging Veeder Root TLS 350 with CSLD	11/5/2019	11/5/2020
Overfill Prev Device Piping	Overfill Drop Tube Valve Fiberglass Single Wall Piping	10/30/2018 N/A	10/30/2021 N/A
Spill Contain Device Tank	Single Wall Spill Bucket Fiberglass Single Wall	11/5/2018 N/A	11/5/2021 N/A

Tank Number 3

Capacity: 10000 Petroleum Use:
 Product: Diesel Fuel CERCLA Substance:

Status: Currently in use CAS Code:
 Regulated Status: Federal Removed Date:
 OSFM First Notify Date: 1/14/1986 Abandoned Material:
 Current Age: 38 Abandoned Date:
Install Date: 6/1/1981 Red Tag Issue Date:
 Last Used Date: Fee Due: \$0.00
 Product Date: 8/1/1981

Equipment Type	Equipment	Last Passing Date	Test Expire Date
Corrosion Prot - Piping	Fiberglass Non-Corrosive	N/A	N/A
Corrosion Prot - Tank	Fiberglass Non-Corrosive	N/A	N/A
Leak Detect - Piping	Electronic Pressurized Line Leak Detection	11/5/2019	11/5/2020
Leak Detect - Tank	Automatic Tank Gauging Veeder Root TLS 350 with CSLD	11/5/2019	11/5/2020
Overfill Prev Device Piping	Overfill Drop Tube Valve Fiberglass Single Wall Piping	10/30/2018 N/A	10/30/2021 N/A
Spill Contain Device Tank	Single Wall Spill Bucket Fiberglass Single Wall	11/5/2018 N/A	11/5/2021 N/A

Tank Number 4

Capacity: 10000 Petroleum Use:
 Product: Bio-Diesel CERCLA Substance:
 Status: Currently in use CAS Code:
 Regulated Status: Federal Removed Date:
 OSFM First Notify Date: 1/14/1986 Abandoned Material:
 Current Age: 38 Abandoned Date:
Install Date: 6/1/1981 Red Tag Issue Date:
 Last Used Date: Fee Due: \$0.00
 Product Date: 8/1/1981

Equipment Type	Equipment	Last Passing Date	Test Expire Date
Corrosion Prot - Piping	Fiberglass Non-Corrosive	N/A	N/A
Corrosion Prot - Tank	Fiberglass Non-Corrosive	N/A	N/A
Leak Detect - Piping	Electronic Pressurized Line Leak Detection	11/5/2019	11/5/2020
Leak Detect - Tank	Automatic Tank Gauging Veeder Root TLS 350 with CSLD	11/5/2019	11/5/2020
Overfill Prev Device Piping	Overfill Drop Tube Valve Fiberglass Single Wall Piping	10/30/2018 N/A	10/30/2021 N/A
Spill Contain Device Tank	Single Wall Spill Bucket Fiberglass Single Wall	11/5/2018 N/A	11/5/2021 N/A

Tank Number 5

Capacity: 10000 Petroleum Use:
 Product: Gasoline - Regular CERCLA Substance:

Status: Currently in use CAS Code:
 Regulated Status: Federal Removed Date:
 OSFM First Notify Date: 1/14/1986 Abandoned Material:
 Current Age: 38 Abandoned Date:
Install Date: 6/1/1981 Red Tag Issue Date:
 Last Used Date: Fee Due: \$0.00
 Product Date: 8/1/1981

Equipment Type	Equipment	Last Passing Date	Test Expire Date
Corrosion Prot - Piping	Fiberglass Non-Corrosive	N/A	N/A
Corrosion Prot - Tank	Fiberglass Non-Corrosive	N/A	N/A
Leak Detect - Piping	Electronic Pressurized Line Leak Detection	11/5/2019	11/5/2020
Leak Detect - Tank	Automatic Tank Gauging Veeder Root TLS 350 with CSLD	11/5/2019	11/5/2020
Overfill Prev Device Piping	Overfill Drop Tube Valve Fiberglass Single Wall Piping	10/30/2018	10/30/2021
Spill Contain Device Tank	Single Wall Spill Bucket Fiberglass Single Wall	11/5/2018	11/5/2021

Tank Number 6

Capacity: 10000 Petroleum Use:
 Product: Gasoline - Regular CERCLA Substance:
 Status: Currently in use CAS Code:
 Regulated Status: Federal Removed Date:
 OSFM First Notify Date: 1/14/1986 Abandoned Material:
 Current Age: 38 Abandoned Date:
Install Date: 6/1/1981 Red Tag Issue Date:
 Last Used Date: Fee Due: \$0.00
 Product Date: 8/1/1981

Equipment Type	Equipment	Last Passing Date	Test Expire Date
Corrosion Prot - Piping	Fiberglass Non-Corrosive	N/A	N/A
Corrosion Prot - Tank	Fiberglass Non-Corrosive	N/A	N/A
Leak Detect - Piping	Electronic Pressurized Line Leak Detection	11/5/2019	11/5/2020
Leak Detect - Tank	Automatic Tank Gauging Veeder Root TLS 350 with CSLD	11/5/2019	11/5/2020
Overfill Prev Device Piping	Overfill Drop Tube Valve Fiberglass Single Wall Piping	10/30/2018	10/30/2021
Spill Contain Device Tank	Single Wall Spill Bucket Fiberglass Single Wall	11/5/2018	11/5/2021

Tank Number 7

Capacity: 10000 Petroleum Use:
 Product: Diesel Fuel CERCLA Substance:

Status: Currently in use CAS Code:
 Regulated Status: Federal Removed Date:
 OSFM First Notify Date: 1/14/1986 Abandoned Material:
 Current Age: 38 Abandoned Date:
Install Date: 6/1/1981 Red Tag Issue Date:
 Last Used Date: Fee Due: \$0.00
 Product Date: 8/1/1981

Equipment Type	Equipment	Last Passing Date	Test Expire Date
Corrosion Prot - Piping	Fiberglass Non-Corrosive	N/A	N/A
Corrosion Prot - Tank	Fiberglass Non-Corrosive	N/A	N/A
Leak Detect - Piping	Electronic Pressurized Line Leak Detection	11/5/2019	11/5/2020
Leak Detect - Tank	Automatic Tank Gauging Veeder Root TLS 350 with CSLD	11/5/2019	11/5/2020
Overfill Prev Device Piping	Overfill Drop Tube Valve Fiberglass Single Wall Piping	10/30/2018 N/A	10/30/2021 N/A
Spill Contain Device Tank	Single Wall Spill Bucket Fiberglass Single Wall	11/5/2018 N/A	11/5/2021 N/A

Tank Number 8

Capacity: 10000 Petroleum Use:
 Product: Bio-Diesel CERCLA Substance:
 Status: Currently in use CAS Code:
 Regulated Status: Federal Removed Date:
 OSFM First Notify Date: 1/14/1986 Abandoned Material:
 Current Age: 38 Abandoned Date:
Install Date: 6/1/1981 Red Tag Issue Date:
 Last Used Date: Fee Due: \$0.00
 Product Date: 8/1/1981

Equipment Type	Equipment	Last Passing Date	Test Expire Date
Corrosion Prot - Piping	Fiberglass Non-Corrosive	N/A	N/A
Corrosion Prot - Tank	Fiberglass Non-Corrosive	N/A	N/A
Leak Detect - Piping	Electronic Pressurized Line Leak Detection	11/5/2019	11/5/2020
Leak Detect - Tank	Automatic Tank Gauging Veeder Root TLS 350 with CSLD	11/5/2019	11/5/2020
Overfill Prev Device Piping	Overfill Drop Tube Valve Fiberglass Single Wall Piping	10/30/2018 N/A	10/30/2021 N/A
Spill Contain Device Tank	Single Wall Spill Bucket Fiberglass Single Wall	11/5/2018 N/A	11/5/2021 N/A

Tank Number 9

Capacity: 700 Petroleum Use:
 Product: Hydraulic Oil CERCLA Substance:



Pedro Ulloa Jr.
City of Evanston Public Works
2020 Ashbury Lane
Evanston, IL 60201
847-866-2974

RE: BUDGETARY FUEL SYSTEM REMOVAL FOR ONE FUEL SYSTEM

- IL OSFM permitting for removal of existing fuel system
- Remove concrete tank pad, fuel island and fueling apron
- Excavate to expose product and vent piping
- Drain lines, remove and dispose of all piping
- Excavate to uncover fuel tanks
- Check tanks for explosive vapors and purge vapors as necessary
- Remove tanks from excavation and set on grade for cleaning
- Clean tank and haul off site for proper disposal
- Provide environmental consulting for initial sample taking and reporting to the IL EPA
- Supply and install slide rail shoring box for installation of new fueling system
- Excavate for installation of 4 new 10,000 gallon tanks
- Budgetary cost includes removal and disposal of up to 900 ton of contaminated spoils
- Supply and install hold down deadmen at bottom of tank excavation
- Supply and install required monitoring wells at each corner of excavation
- Supply and install 12" stone bedding for new tanks
- Supply and install (4) new 10,000 gallon double walled fiberglass underground storage tanks
- Supply and install hold down straps for all 4 tanks
- Backfill excavation to tank top with clean stone
- Supply and install tank top water tight single wall fiberglass piping sumps
- Supply and install (2) under dispenser sumps
- Supply and install double walled fiberglass product piping between tank and under dispenser sumps
- Supply and install all necessary fill, probe and interstitial risers
- Supply and install 5 gallon below grade spill buckets
- Supply and install overfill drop tubes
- Supply and install all necessary manholes
- Supply and install all new electrical from building out to new fueling equipment
- Supply and install new fueling island form
- Pour new fueling island
- Pour new tank pad and fueling island apron
- Supply and install new Veeder Root TLS-450 Plus tank gauging system with all necessary probes and sensors
- Supply and install new Fuelmaster fuel management system with up to 200 chip keys
- Supply and install (2) dual product/dual hose fuel dispensers
- Start up all new fueling equipment and check for proper operation
- Train owner on proper use of new equipment

PROJECT TOTAL (BUDGETARY): \$ 800,000

ALTERNATE TO INSTALL UP TO 40' x 30' x 16' CANOPY = \$75,000



Pedro Ulloa <pulloa@cityofevanston.org>

revised budgetary cost

1 message

Jason Reed <JasonRe@rstenstrom.com>
To: Pedro Ulloa <pulloa@cityofevanston.org>

Fri, Jan 31, 2020 at 7:58 AM

Good Morning Pedro.

Please see revised budgetary cost for the removal and replacement of you fuel system

The changes that were made are as follows:

- Only one new fueling system as we discussed along the train tracks. Long island with two dual hose diesel dispensers and one dual hose gas dispenser
- Cost still included the two removals and contamination cleanup of both which may or may not be necessary
- New cost included just two 15,000 gallon tanks like we talked about
- I have included money in for an island mounted DEF tank and dispensing system (It is an option to go underground with that, but it is more costly)

I think those were the major changes

This is very much so still budgetary, when you guys are ready to move on to the planning stage, we can get together and layout the island with paint on the ground and it can be determined if it will work for you fire trucks and so on. Once we have a for sure plan, I can get my subs involved and can lock down some real pricing for you.

The only other thing that concerns me as at least from above, it appears that the storm or sanitary line runs almost right where the fuel island would sit. If that is not real deep or big, we may want to consider re-routing that around the fueling island just so you don't have to destroy your fuel island if there is ever work to be done on that line in the future.

Let me know if you have any questions or need anything more.

I am looking into you existing vent issue and will get back to you on that soon.

Thanks

Jason Reed
Project Manager / Estimator
Stenstrom Petroleum Services Group



Pedro Ulloa Jr.
City of Evanston Public Works
2020 Ashbury Lane
Evanston, IL 60201
847-866-2974

RE: BUDGETARY FUEL SYSTEM REMOVAL AND REPLACEMENT

- IL OSFM permitting for removal of existing fuel systems
- Remove concrete tank pads, fuel islands and fueling aprons
- Excavate to expose product and vent piping
- Drain lines, remove and dispose of all piping
- Excavate to uncover fuel tanks
- Check tanks for explosive vapors and purge vapors as necessary
- Remove tanks from excavation and set on grade for cleaning
- Clean tank and haul off site for proper disposal
- Provide environmental consulting for initial sample taking and reporting to the IL EPA
- Supply and install slide rail shoring box for installation of new fueling system at North side fueling site
- Excavate for installation of 2 new 15,000 gallon tanks at North side fueling site
- Budgetary cost includes removal and disposal of up to 900 ton of contaminated spoils at each removal location
- Supply and install hold down deadmen at bottom of tank excavation
- Supply and install required monitoring wells at each corner of excavation
- Supply and install 12" stone bedding for new tanks
- Supply and install (2) new 15,000 gallon double walled fiberglass underground storage tanks
- Supply and install hold down straps for all 2 tanks
- Backfill excavation to tank top with clean stone
- Supply and install tank top water tight single wall fiberglass piping sumps
- Supply and install (3) under dispenser sumps
- Supply and install double walled fiberglass product piping between tank and under dispenser sumps
- Supply and install all necessary fill, probe and interstitial risers
- Supply and install 5 gallon below grade spill buckets
- Supply and install overflow drop tubes
- Supply and install all necessary manholes
- Supply and install all new electrical from building out to new fueling equipment
- Supply and install new fueling island form
- Pour new fueling island
- Pour new tank pad and fueling island apron
- Supply and install new Veeder Root TLS-450 Plus tank gauging system with all necessary probes and sensors
- Supply and install new Fuelmaster fuel management system with up to 200 chip keys
- Supply and install (3) single product/dual hose fuel dispensers
- Supply and install new island top DEF dispensing system
- Start up all new fueling equipment and check for proper operation
- Train owner on proper use of new equipment

PROJECT TOTAL (BUDGETARY): \$ 1,150,000

ALTERNATE TO INSTALL UP TO 60' x 30' x 16' CANOPY = \$115,000

July 19, 2020 BII



Pedro Ulloa Jr.
City of Evanston Public Works
2020 Ashbury Lane
Evanston, IL 60201
847-866-2974

Task 1- Preliminary Project Analysis:

Conduct an initial kick-off meeting with the City to introduce team members, discuss project schedules and timelines, formalize communications, and thoroughly review the entire scope of work.

List and request important data, reports, and available site plan and utility drawings needed for the project design process. As needed, we will prepare meeting agenda(s) and minutes for the City's review and approval. Develop an overall project/construction schedule for submittal to the City to ensure project completion within the established timeframe, needs, etc. Collect and review reports, available maps and drawings, available geotechnical reports, piping and instrumental drawings, and all other information pertinent to the project.

All data and information gathered will result in a comprehensive analysis, which will subsequently be integrated into the technical design documents, specifications, and plans to ensure all appropriate equipment, components, and features correspond to the City's gasoline and diesel fuel consumption and distribution needs. This task will also evaluate the current use of Diesel Fuel Exhaust (DEF), as well as other items and components that will improve the fueling system and area.

Additionally, the Task 1 meeting will include a brief discussion/overview of real and potential environmental corrective action and reporting requirements associated with the existing gasoline and diesel fuel UST systems. Possible reimbursement of environmental corrective action and reporting costs will also be discussed (further detailed in our separate, supplemental IEPA proposal).

Finally, our Task 1 services will produce an Opinion of Probable Costs report (cost estimate) for all phases of the contracted work for the City's evaluation and budgetary consideration.

Based on the project scope as it is understood, and as described above, our fee for providing the Task 1, Preliminary Project Analysis services, will not exceed \$8,040.

Task 2- Project Design/Engineering and Preparation of Construction Documents:

Prepare technical plans and specifications for the removal of the existing UST systems, including the USTs and piping, dispensers and fuel island, related concrete slabs, surrounding/adjacent asphalt, electrical/lighting items, and all other system equipment, features, and components that are no longer needed.

The plans and specifications will also include backfill materials and compaction and surface pavement sections to ensure proper site restoration requirements are met. In addition, we will prepare technical plans and specifications for the installation of the new gasoline and diesel fuel UST systems and dispensing island(s) at the location(s) chosen by you and the City, again, best suiting the City's needs, space requirements, etc. This design and the construction documents will also include, but not be limited to, all fuel management communication needs, the required leak detection and inventory controls, electrical needs, and all engineering items for concrete and asphalt pavement reconstruction, and site restoration.

Our project design will also include the preparation of detailed plan drawings for all aspects of the UST removal/demolition portion of the project, for the installation of the new gasoline and diesel fuel UST systems, the new pump island, and all new features, components, etc., as well as for all new pavement and site restoration. Our plans will include scaled AutoCAD drawings prepared in accordance with the City's format and standards. It is understood that all plan documents are subject to review and revision as the design process develops. All work will be specified, and ultimately performed, in accordance with all current codes, standards, and regulations of all entities involved.

Upon approval of the project specifications and plan set, Integrity Environmental Services, Inc. will provide an electronic copy as well as numerous copies as needed, for construction.

Based on the project scope as we understand it to date, and as described above, our fee for providing these Task 2 Project Design and Engineering and Preparation of Construction Documents services will be \$14,880.

Please note, we do not currently believe that topographical survey of the property will be required as part of the design process.

General Notes

1. If payment for this project is to be made with Credit Card a 3% surcharge will be added to the total.
2. Proposal is subject to the attached Terms and Conditions, however any terms and conditions detailed in the body of the proposal supersede those stated via the attachment.
3. This estimate is valid for 60 days from the above date.

4. **Payment Terms**

- Net 30 days from date of invoice

Thank you for the opportunity to submit this proposal. Please call with any questions or comments.

Sincerely,

Jason Reed
Project Manager

Accepted by:

Signature

Date

Printed Name

Title

**PROPOSAL/AGREEMENT SUBJECT TO THE FOLLOWING:
TERMS AND CONDITIONS**

1. Equipment will be billed on receipt and payment is due Net 10 days from date of invoices. If the merchandise is shipped to our warehouse for sake of convenience, this will also be considered delivery.
2. Prices quoted do not include freight charges unless specifically noted.
3. All prices quoted are subject to applicable taxes unless specifically noted.
4. Installation work to date will be billed at the end of each month and payment is due Net 10 days from the date of invoice. Delivery to Stenstrom Petroleum Services Group's/Seller's ("SPSG") warehouse for purposes of convenience or coordination shall be considered "delivery" for billing purposes.
5. Excavation quotations are based on normal conditions. In the event any of the following are encountered and are not shown on plans or made known to SPSG, SPSG shall not be held responsible; underground structures, cables, conduit, water, sewer or telephone lines. Under no conditions will SPSG be held responsible for cave-ins, unusual water table levels, sandy soil, contaminated soils, rocks or any other developments not encountered under normal circumstances.
6. Purchaser/Customer ("Customer") will be held responsible for providing liquid ballast for filling all underground storage tanks immediately upon setting tanks in excavation. SPSG shall not be responsible for contaminations or loss of product used for ballast. In the event tanks should float SPSG shall be held blameless. All expense for equipment, labor, and materials to reinstall tanks will be borne by Customer. The additional cost to the Customer shall be based on a time and material basis, unless other arrangements are made.
7. If, because of winter construction, it is necessary to remove frost or to protect backfill or concrete from freezing, additional expenses involved will be charged to the Customer at cost plus 15%.
8. Delivery promises are contingent upon fire, strikes, accidents or other causes beyond SPSG control. Delivery, unless otherwise stated, does not include unloading. Customer shall make a storage area available to SPSG. Any necessary relocation of equipment or installation material from the designated area will be at Customer's expense.
9. If material ordered is cancelled after production begins by the manufacturer, cancellation charges will apply as specified by the manufacturer and shall be paid by Customer.
10. To protect all parties, a mechanics lien will automatically be filed where payment is not received according to the terms of the contract.
11. SPSG warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (SPSG MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) SPSG's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages. The remedies set forth herein are exclusive, and the liability of SPSG, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of SPSG is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufacturers of such equipment, and SPSG makes no warranties whatsoever as to such equipment. Customer shall make all claims for breach of warranty to the manufacturer offering such warranty, and in the manner specified by the manufacturer of the equipment with a copy of the claim to SPSG.
12. No provision is made in this Proposal for special fees, permits, licenses, or similar expenses. If SPSG is requested to furnish same, such charges will be added to the Proposal price unless otherwise stated. Customer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in the existing facilities shall be secured and paid for by Customer.
13. Labor, materials and outside services for electrical, blacktop, landscaping, restoration, water and sewer work are not included in the Contract unless specified.
14. Quotations covering work to be accomplished in the locations where lines, wires and conduits presently exist are based upon utilizing these existing lines, wires and conduits unless so stated. Quotation based upon utilizing existing lines, wires or conduits assume that these lines, wires or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines, wires or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted prices. The extra will be charged out on a time and material basis, unless other arrangements are made.
15. Customer shall not assign this Proposal without the prior written consent of SPSG. This Proposal contains the entire agreement between the parties and there are no promises, understandings or agreements other than those contained herein. This Proposal can only be modified in writing by both parties. No prior course of dealing between the parties or trade usage may be used to interpret, limit or otherwise impair the operation of this Proposal.
16. Finance Charge. A finance charge of 18% per annum (1 1/2% per month) will be added to all amounts not paid in full within thirty (30) days from the billing date.
17. Attorney's Fees. In the event that Customer breaches any of the terms of this Agreement or fails to make any of the payments required thereunder, Customer shall pay all reasonable attorney's fees and costs incurred by SPSG relating to, or arising out of, its enforcement of the terms of this Agreement.
18. Governing Law. This Agreement and the performance thereof shall be governed by the laws of the State of Illinois.
19. Severability. In the case that any one or more of the provisions contained in this Agreement is held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision of this Agreement and the Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

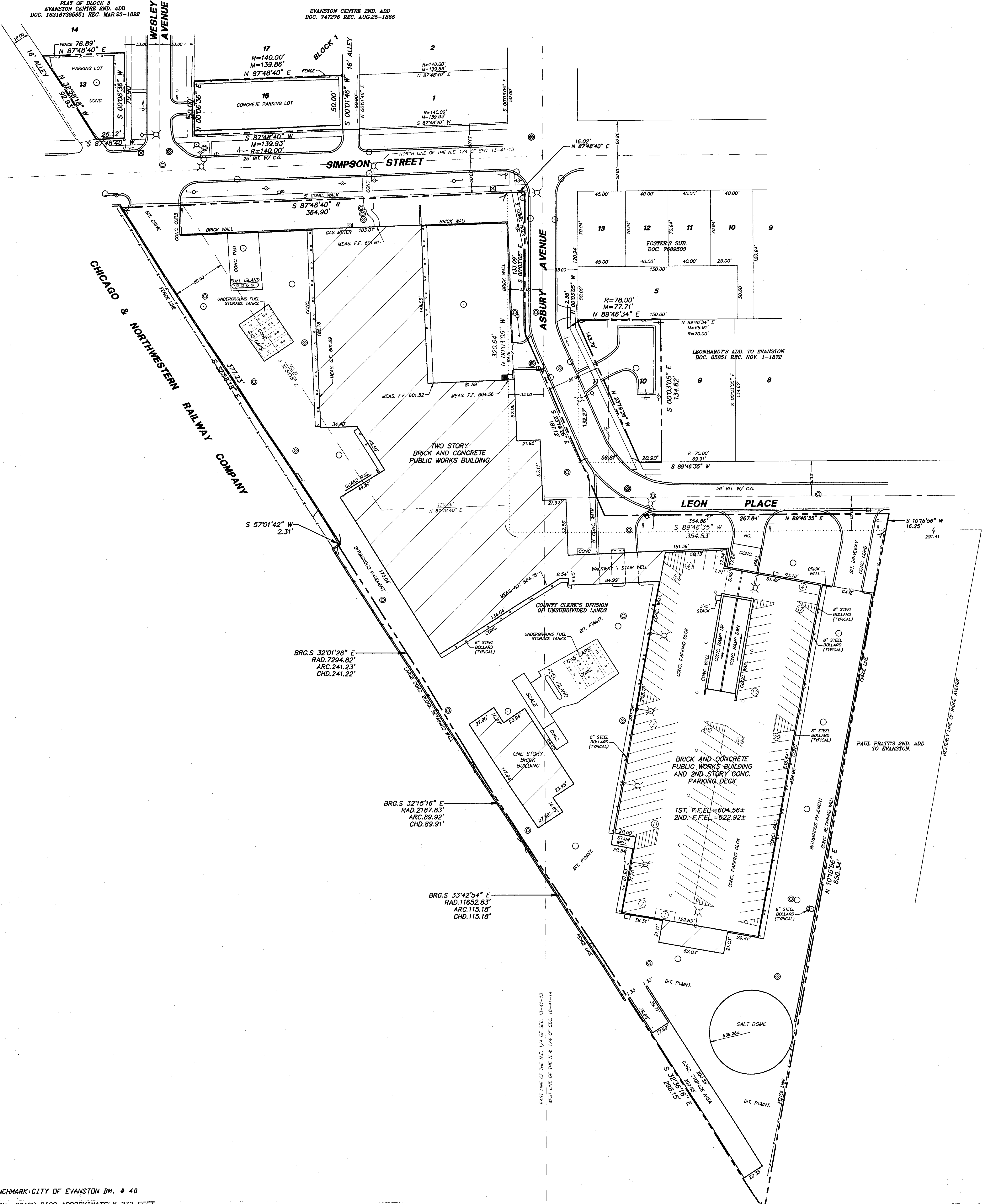
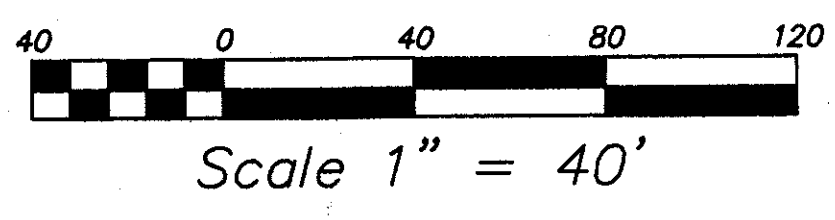
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CITY OF EVANSTON, ILLINOIS.

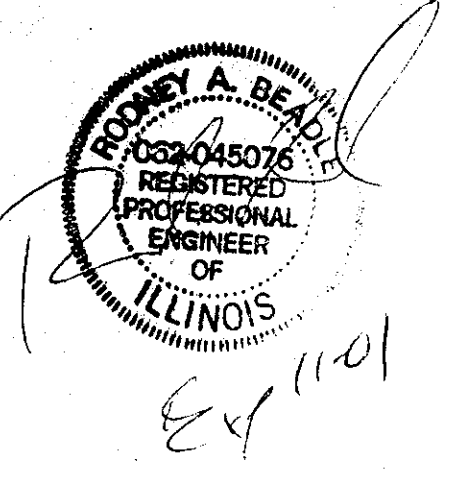
PUBLIC WORKS FACILITY

LEGEND

- CURB & GUTTER
- WATER
- GAS
- SANITARY SEWER
- STORM SEWER
- MANHOLE
- CATCH BASIN
- INLET
- VALVE VAULT
- VALVE & BOX
- BUFFALO BOX
- GAS VALVE
- HYDRANT
- HANDICAPPED RAMP
- FILL STRUCTURE
- ADJUST STRUCTURE
- ELEVATION
- CONTOUR
- FLOW



SOURCE BENCHMARK: CITY OF EVANSTON BM. # 40
 DESCRIPTION: BRASS DISC APPROXIMATELY 272 FEET SOUTH OF THE NORTHERLY CENTERLINE-CENTERLINE INTERSECTION OF LEONARD PLACE AND 92' EASTERLY OF THE CENTERLINE OF ASBURY AVENUE.
 ELEVATION: 18.153
 CONVERSION: 579.700
 U.S.G.S. DATUM: 597.853



File name: T:\EVANSTON\201001\CAD\201001.DWG

ENGINEERING RESOURCE ASSOCIATES, INC.
 CONSULTING ENGINEERS AND PROFESSIONAL LAND SURVEYORS
 214 WEST WILLOW AVENUE
 WHEATON, ILLINOIS 60157
 PHONE: (830) 868-6946 FAX: (830) 868-0893

NOTE:
 COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCES. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE. VERIFY ALL EXISTING UTILITY DEPTHS AND ELEVATION IN FIELD AND REPORT ANY CONFLICTS AT ONCE.

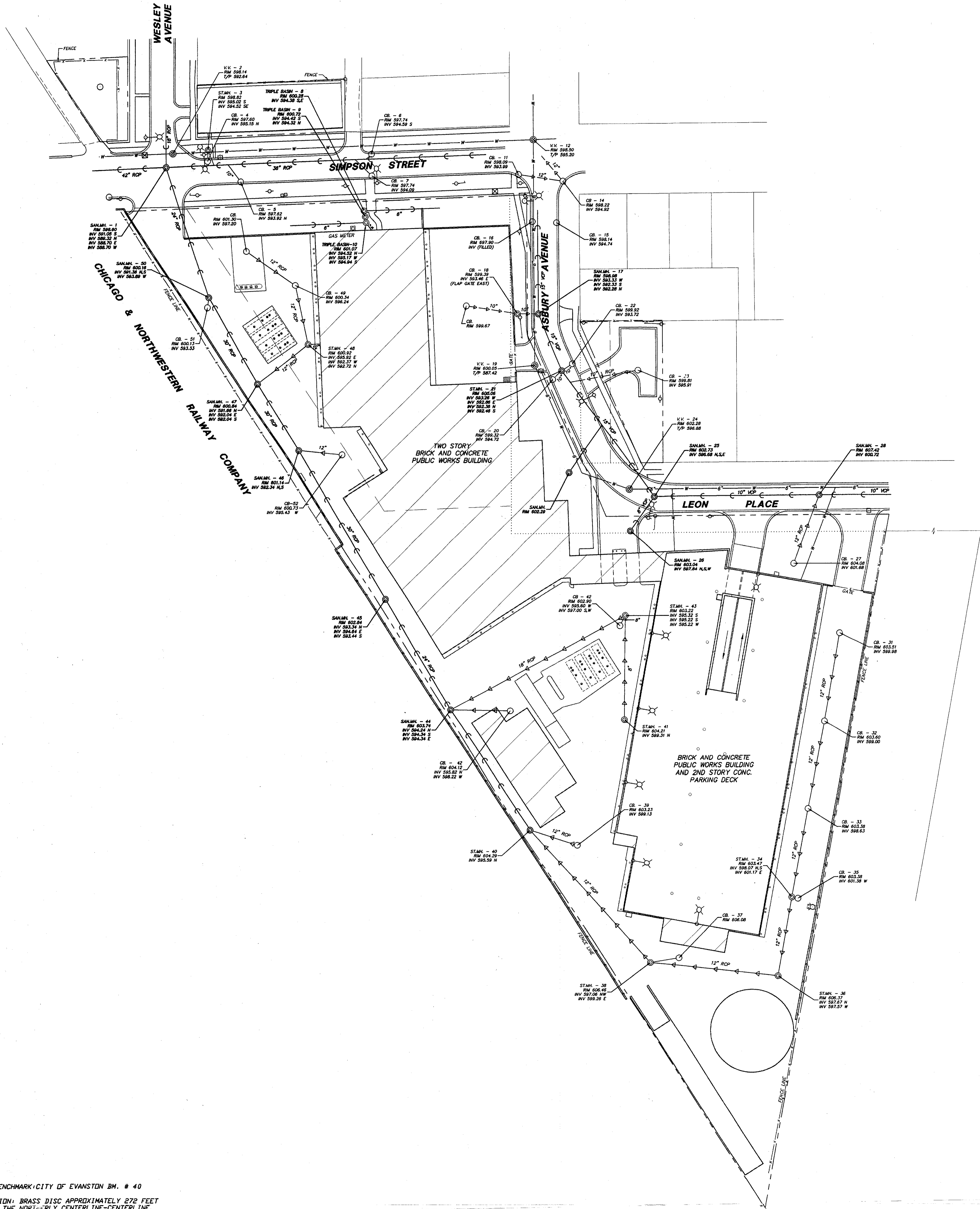
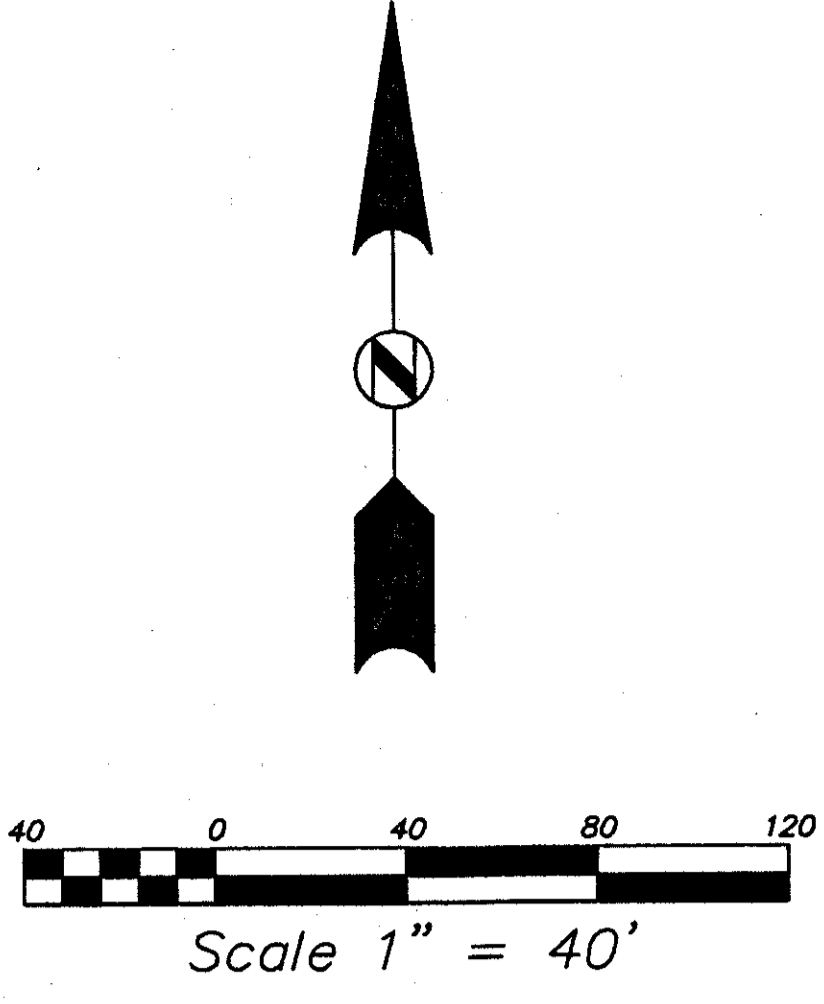
EXISTING UTILITY SURVEY

CITY OF EVANSTON, ILLINOIS.

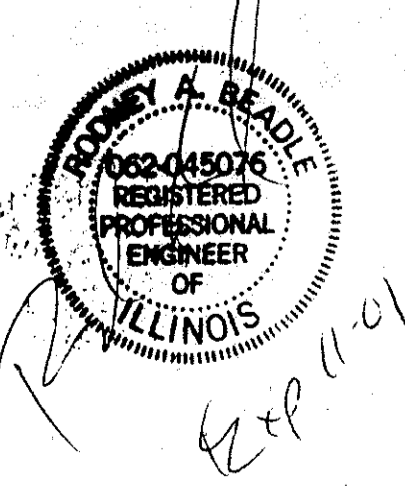
PUBLIC WORKS FACILITY

LEGEND

CURB & GUTTER	———
WATER	——— W
GAS	——— G
SANITARY SEWER	——— S
STORM SEWER	——— S
MANHOLE	⊙
CATCH BASIN	⊙
INLET	⊙
VALVE VAULT	⊙
VALVE & BOX	⊙
BUFFALO BOX	⊙
GAS VALVE	⊙
HYDRANT	⊙
HANDICAPPED RAMP	⊙
FILL STRUCTURE	⊙ F
ADJUST STRUCTURE	⊙ A
ELEVATION	---XXX---
CONTOUR	---XXX---
FLOW	→



SOURCE BENCHMARK: CITY OF EVANSTON BM. # 40
 DESCRIPTION: BRASS DISC APPROXIMATELY 272 FEET SOUTH OF THE NORTHERLY CENTERLINE-CENTERLINE INTERSECTION OF LEONARD PLACE AND 32' EASTERLY OF THE CENTERLINE OF ASBURY AVENUE.
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 CONVERSION: 579.700
 U.S.G.S. DATUM: 597.853



File name: T:\EVANSTON\201001\CAD\201001.DWG

ENGINEERING RESOURCE ASSOCIATES, INC.
 CONSULTING ENGINEERS AND PROFESSIONAL LAND SURVEYORS
 214 WEST WILLOW AVENUE
 WREATON, ILLINOIS 60487
 PHONE: (830) 968-8800 FAX: (830) 968-0893

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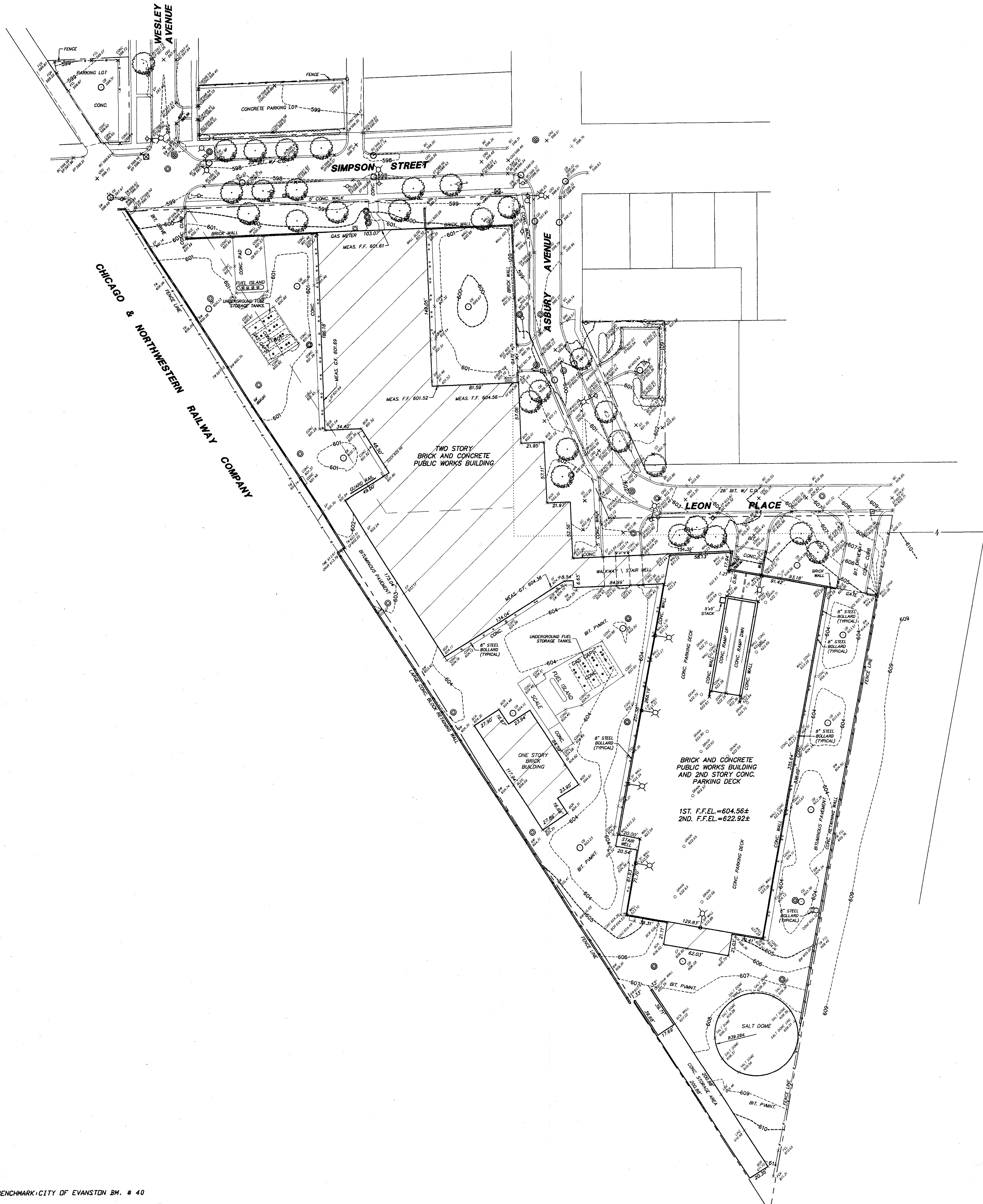
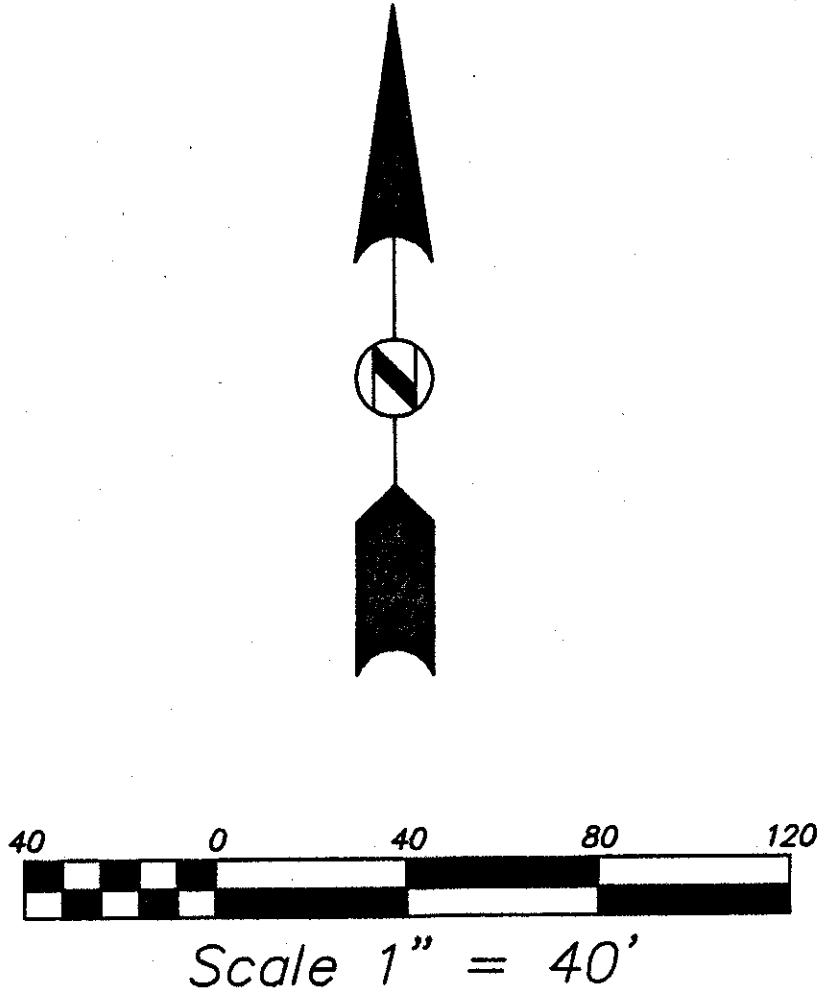
TOPOGRAPHICAL SURVEY

CITY OF EVANSTON, ILLINOIS.

PUBLIC WORKS FACILITY

LEGEND

CURB & GUTTER	=====
WATER	W
GAS	C
SANITARY SEWER	-----
STORM SEWER	-----
MANHOLE	⊙
CATCH BASIN	○
INLET	□
VALVE VAULT	⊗
VALVE & BOX	⊕
BUFFALO BOX	⊙
GAS VALVE	⊕
HYDRANT	⊕
HANDICAPPED RAMP	⊗ F
FILL STRUCTURE	⊗ A
ADJUST STRUCTURE	⊕
ELEVATION	+ XXX.X
CONTOUR	- - - - -
FLOW	→

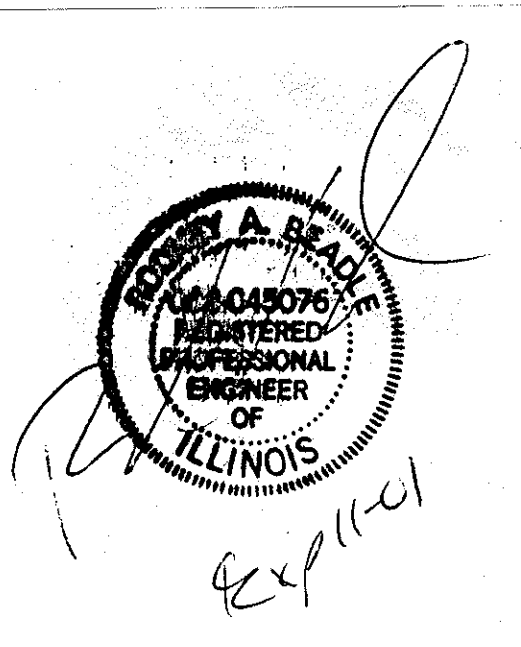


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ENGINEERING RESOURCE ASSOCIATES, INC.
 CONSULTING ENGINEERS AND PROFESSIONAL LAND SURVEYORS
 214 WEST WILLOW AVENUE
 WHEATON, ILLINOIS 60187
 PHONE (630) 666-6665 FAX (630) 666-0863

NOTE:
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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.

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- **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!

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Go to:

<https://www.demandstar.com/registration>

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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

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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

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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.
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My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now

SIGN UP

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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

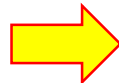
* indicates required fields

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.
