

**CITY OF EVANSTON  
REQUEST FOR PROPOSALS**

**RFP: 06-14  
for**

**STRATEGIC PLANNING SERVICES**



**DEADLINE:**

**2:00 P.M., April 15, 2005, Room 4200, Evanston  
Civic Center, 2100 Ridge Avenue, Evanston,  
Illinois**

**SEALED SUBMITTALS TO BE RETURNED TO:**

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

**CITY OF EVANSTON  
NOTICE TO PROPOSERS**

Sealed Submittals will be received by the City's Director of Purchasing and Contracts in Room 4200, Civic Center at 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 PM local time on April 15, 2005. Submittals shall cover the following:

**Strategic Planning Services**

**RFP Number: 06-14**

The City of Evanston in accordance with the laws of the State of Illinois, hereby notifies all bidders that it will affirmatively insure that the contract(s) entered into pursuant to this notice will be awarded to the successful bidder without discrimination on the ground of race, color, or national origin. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

Each respondent shall be required to provide with his/her submittal a disclosure of ownership interest statement form in accordance with the provisions of Ordinance 15-O-78. Failure to provide such information may result in the disqualification of the candidate.

Bobbie Tolston-Brown, CPPB  
Director of Purchasing and Contracts

# **CITY OF EVANSTON REQUEST FOR PROPOSALS**

## **General Background**

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

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

Currently, City operating departments operate with and without strategic plans. Moving forward the City needs to combine existing plans with a comprehensive strategic plan reflective of the goals and objectives of the City Council.

## **General Information**

The City of Evanston, Illinois on behalf of the Office of the City Manager invites proposals from consultants with appropriate expertise to directly assist the elected officials, leadership and other staff of the City of Evanston in the development, implementation and execution of a Strategic Plan. The strategic planning process will culminate in the development of a workable plan by defining key issues, strategies and objectives for the next three to five years. It also includes development of one to two year work plans/goals with staff to implement the plan. (See Scope of Services for further details)

## **City Responsibilities**

The City shall:

- 1) Provide to the consultant all the information in their possession which is necessary for the completion of a Strategic Plan document. To include: organizational charts, elected officials' background information, etc.
- 2) Assist the consultant in setting meetings with City Council, Senior staff and departmental representatives as necessary for the completion of the Strategic Plan.

3) Review and provide input/feedback on all drafts, studies, results, reports, proposals, and any other documents submitted by the consultant.

4) Designate a person(s) to act as the representative of the department with respect to the work performed herewith. Said person(s) shall have authority to transmit instructions, receive information and interpret and explain City policies and decisions with respect to services to be performed by the consultant.

### **Overview of the Process**

This procurement will be conducted pursuant to the following process; after review and evaluation of the submittals received, staff will identify the most qualified firm or firms. If necessary, interviews of some firms will be conducted to arrive at this determination. The scope of services may be refined and costs negotiated with the selected qualified firm based on these refinements.

## **PROJECT GOALS AND OBJECTIVES**

The goal/objectives of the Strategic Plan shall include, but are not necessarily limited to, the following:

- 1) Development of the City's Strategic Plan
- 2) Ensure that the City Council has their role clearly communicated and defined for the accomplishment of the Strategic Plan
- 3) Ensure that organization members have their role clearly communicated and defined for the accomplishment of the Strategic Plan
- 4) Assessment of organizational culture and identify preferred culture of the organization
- 5) Target and coordinate activities that enhance the development of strategic goals and objectives to include but not limited to: meeting with the Council separately, meeting with senior staff, and a community "Town Hall" meeting.
- 6) Incorporate process management into the accomplishment of the strategic goals and objectives.
- 7) To clarify future direction and provide a coherent and defensible base for decision-making.
- 8) Improve operational performance
- 9) Improve customer satisfaction
- 10) Oversee measurement of results within the strategic planning process
- 11) To prepare key members of the organization to facilitate strategic planning sessions beyond the period of this contract.

## **SCOPE OF SERVICES**

### **PROJECT DESCRIPTION**

Respondents will directly assist the City Council, Senior staff, and Supervisors of the City of Evanston in the development, implementation and execution of a Strategic Plan for the City of Evanston. The goal of this project is to engage in a disciplined effort to produce fundamental decisions and actions that will lead to the development and implementation of the following: Mission Statement, Vision Statement, Operational philosophy (values), Identifying the most significant issues and challenges facing the organization, long-term goals, Major “strategic initiatives”, measurable goals and objectives and actions and/or strategies to achieve goals and objectives.

At a minimum, the consultant will provide, but is not limited to, the following services:

- 1) Assist the Executive Leadership at each process phase
- 2) Develop a road map/time line for accomplishment of all responsibilities
- 3) Assessment of the organizational culture, identify the preferred culture of the organization and determine the organizational capability for strategic implementation
- 4) Facilitate meetings with the City Council and senior staff members to identify key issues and opportunities to include identifying and collecting relevant data and benchmarks of comparable high performance organizations
- 5) Develop data to assist in the identification of educational needs for the City Council and staff members of the organization on the value of Strategic Plans; and how to incorporate a plan into other business planning.
- 6) Edit/Finalize Goals, Objectives, Strategies and Measurements related to objectives
- 7) Develop communication strategies and methods
- 8) Publish the Strategic Planning Document
- 9) Provide input for 6 month evaluation, 12 month and 18 month staff action planning to include:
  - A) Actively and continuously monitoring the process to identify gaps or problem areas.
  - B) To advise on the process to overcome identified problems.
  - C) Act as a liaison for the coordination of organizational strategies with that of the City Council.
  - D) To advise on methods to best communicate and institutionalize the strategic planning process.

### **PROJECT ANTICIPATED TIMELINE ALL TASKS**

1. Proposal Due Date – April 15, 2005
2. Short Listed Firm Interviews – April 18 and 19, 2005 (approximate)
3. Evaluation Team Reviews and Negotiations Complete - April 20, 2005 (approximate)
4. Recommendation of Award to Council – April 25, 2005

### **PROJECT ANTICIPATED TIMELINE TASKS 1, 2 AND 3**

5. Facilitated sessions framing issues – May 2005
6. Data development and benchmarking – May – June 2005
7. Development of broad direction with Council – July 2005

### **PROJECT ANTICIPATED TIMELINE TASKS 4, 5 AND 6**

8. Development of specific direction with Council – July – August 2005
9. Begin staff action planning for the next 18 months – August 2005
10. Final Review and publication – September – October 2005

### **PROJECT ANTICIPATED TIMELINE – ALTERNATE TASK 7**

11. Facilitate “Town Hall” meeting

## **SELECTION PROCESS & EVALUATION CRITERIA**

### **Evaluation**

The City of Evanston evaluation team will consist of the following members:

- City Manager
- Assistant City Manager
- Assistant to the City Manager
- Finance Director
- Parks/Forestry Recreation Director
- Police Chief
- Public Works Director

### **Evaluation Criteria**

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those respondents to be considered for interviews and/or potential negotiations. Criteria are assigned varying weights to reflect relative importance. Respondents are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

1) Demonstration as to the ability of the respondent and/or team. Include names and titles of key individuals, and supporting narrative and documentation to describe the qualifications, education, and experience of personnel to be assigned to the project. –

**10%**

2) Demonstration as to the capability of the firm to successfully perform the duties/services required. Include organizational history, mission, and financial stability. Describe previous background and experience relative to the services required for project to include details on experience with a municipal government or other public sector organization and the ability to deal with strong personalities and elected officials. Information should include names and phone numbers of reference persons; magnitude and complexity of past projects and demonstrated results. – **30%**

3) Respondent's approach/methodology to providing services. – **25%**

4) Proposed project cost. Cost should include a detailed breakdown based on a per task basis with a provision for determining cost of any additional services which may be required. – **10%**

5) Demonstration of an understanding of quality improvement tools and values, including process analysis and measurement. – **20%**

6) Explain how the M/W/EBE policy is going to be addressed. – **5%**

Following the evaluation of the qualitative information the City of Evanston Team will short list to two to three firms based on the qualitative score. The City Team will then meet with the short-listed teams. These meetings will be the basis for refining the scope of work. After meetings with each of the candidates, the Evaluation Team will recommend a final proposal to the Administration and Public Works Committee.

If you have any questions regarding the specifications contact:

Vincent Jones, Assistant to the City Manager

847-448-8266

[vjones@cityofevanston.org](mailto:vjones@cityofevanston.org)

If you have any questions regarding the submittal requirements contact:

Bobbie Tolston-Brown, Director of Purchasing and Contracts

847-448-8107

[btolston-brown@cityofevanston.org](mailto:btolston-brown@cityofevanston.org)

**SUBMITTAL FORMAT** (Submit nine (9) copies of proposal – one unbound)

1. Cover Letter
2. Table of Contents
3. Firm background, principal officers, and statement of staff experience
4. Work Plan
5. Work Schedule
6. References
7. Additional Data and other information
8. Mandatory Modifications to the Consultant Services Agreement
9. Concluding Remarks

10. Cost Proposal
11. M/W/EBE Participation

### **Cover Letter**

This section should contain the name of the consultant, the address of the proposing office(s), and the contact individuals authorized to answer technical, price, and/or contract questions together with their telephone numbers, email and mailing addresses. The cover letter must also be signed by a person or persons authorized to bind the vendor.

### **Table of Contents**

The contents shall include an index of the proposal contents and attachments.

### **Background, Principal Officers, and Statement of Staff Experience**

This section should state the full name and principal address of your firm(s). Describe the organization of the staff team that would service the project. Provide a listing of the key personnel and all members of the staff team, including name, title, length of service with your firm, and experience in the industry.

### **Proposed Work Plan and Required Services**

Explain the firm's approach to accomplishing the components defined previously in the Scope of Services of this RFP. Include a description of the proposed methodology that the firm will employ. *The work plan shall also include specific personnel assignments to specific tasks (note: rates for these individuals will be submitted as indicated in the pricing section).*

### **Proposed Schedule of Implementation**

Comment on the firm's ability to complete the basic scope of services within the suggested implementation schedule and present a schedule of when information to be provided by the City should be available. Provide any recommended changes to the schedule that you think are required to enhance the timeliness and quality of the relationship.

### **References**

Indicate the firm's background in providing these services to governmental organizations. List any contracts for similar services and current projects. Provide a list of client references. Include client name, contact persons, and phone numbers. Key personnel identified and selected to participate need to provide detailed references from projects of a similar nature.

### **Additional Data and Other Information**

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. Alternative proposals, which you feel may benefit the parties, may also be advanced. If there is no additional information to present, so state.

**Mandatory Modifications to the Consultant Service Agreement**

List any modifications to the City of Evanston Consultant Service Agreement that would be required before your firm would enter into an agreement.

**Concluding Remarks**

This section shall contain any final remarks or elaboration that the vendor believes is important to gain a clear understanding of the proposed services and/or the Proposer's capabilities.

**Cost Proposal**

The City contemplates a lump-sum fee proposal, with separate pricing for each task in the scope of services. The cost proposal will include clearly identified deliverables and payments made on the basis of receiving those deliverables.

In addition, the vendor should include as a part of the total price, the cost of any services not included in the lump-sum fee, including out-of-pocket expenses and travel.

Cost proposal shall be submitted in a clearly marked separate envelope. (One only)

***SEE ATTACHED PRICE PROPOSAL FORM***

**M/W/EBE Participation**

Qualified proposing companies should take into account the City of Evanston's Minority, Women and Evanston Business Enterprise Participation (M/W/EBE) policy and explain how this policy is going to be addressed.

**CONFIDENTIALITY**

Responses to this RFP become the exclusive property of the City of Evanston. All documents submitted in response to this RFP may be regarded as public records and may be subject to disclosure. Protection from disclosure generally applies to those elements in each submittal, which are marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". During the course of the submittal evaluation process or the course of the project, the Purchasing Director will accept materials clearly and prominently labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by the respondent or other submitting party. The Purchasing Director will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive.

The Purchasing Director will endeavor to advise the Respondent of any request for the disclosure of the material so marked with “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY”, and give the proposer 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 proposer, the proposer shall be solely responsible for notifying the submitting party of the request. The City’s sole responsibility is to notify the proposer 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, employees.

**CITY OF EVANSTON  
WORK PLAN AND PRICE PROPOSAL FORM**

**PROPOSAL PRICING FORM**

**Scope of Services  
Deliverables Pricing**

<b>DELIVERABLE</b>	<b>Not to Exceed Price</b>
<b>TASK 1: Facilitate sessions framing issues and opportunities for the City</b>	
<b>TASK 2: Data development and benchmarking</b>	
<b>TASK 3: Facilitate sessions developing broad direction with Council</b>	
<b>TASK 4: Facilitate sessions developing specific direction with Council and Senior staff</b>	
<b>TASK 5: Facilitate staff action planning for the next 18 months</b>	
<b>TASK 6: Final Review and publishing of Strategic Plan and Annual Strategic goals document</b>	
<b>Included Reviews</b>	
<b>DELIVERABLE</b>	<b>Not to Exceed Price</b>
<b>Alternate Task 7: Facilitate citizen “Town Hall” meeting to allow citizen input to the Strategic Planning process</b>	

**Basic Scope of Services**  
**Individual Team Member Hourly Rates**

<b>Team Member Name/Title</b>	<b>Hourly Rate</b>

**TO BE CONSIDERED ALL PROPOSALS MUST:**  
**BE SIGNED,**  
**BE RECEIVED PRIOR TO DUE DATE AND TIME.**

**FIRM NAME:** \_\_\_\_\_

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

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO:** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_ **(Typed)**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**DISCLOSURE OF OWNERSHIP INTERESTS**

City of Evanston Ordinance 15-0-78 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**)      1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( )  
4. Association ( ) 5. 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%.

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

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SECTION 3 - TRUSTS

- 3a. Trust number and institution.

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

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

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SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Notary Public  
(Seal)



**PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF EVANSTON (OWNER) AND [REDACTED] (PROFESSIONAL CONSULTANT)**

This is a Professional Consulting Services Agreement between the City of Evanston hereinafter called "Owner" and [REDACTED] hereinafter called "Professional Consultant" to provide consultant [REDACTED] services to the Owner.

The Owner proposes a [REDACTED] Project described as follows:

The Professional Consultant services will be performed for the Owner who is located at 2100 Ridge Avenue, Evanston Illinois. The Professional Consultant's design services will be completed by [REDACTED].

Compensation for all Basic Services provided by the Professional Consultant under terms of the Agreement shall be a lump sum fee of \$ [REDACTED].

Compensation for all Reimbursable Services provided by the Professional Consultant under terms of the Agreement shall be a not-to-exceed fixed fee of \$ [REDACTED].

Compensation in excess of the total Agreement amount of \$ [REDACTED] shall not be allowed unless approved by a written Agreement amendment. Compensation for costs incurred as a result of improper performance by the Professional Consultant will not be allowed. Details of the Agreement compensation provisions follow in the text of the Agreement and Standard Provisions incorporated by reference.

The Professional Consultant represents that it is in compliance with the laws and regulations relating to the profession of [REDACTED] and signifies its willingness to provide the desired [REDACTED] services.

The Professional Consultant's representative is [REDACTED], whose work address and telephone number are [REDACTED].

The Owner's representative is [REDACTED], whose work address and telephone number are 2100 Ridge Avenue, Evanston, Illinois 60201, 847-[REDACTED].

This Agreement incorporates and the parties agree to all of the Standard Provisions of the Professional Consulting Services Agreement attached hereto and made a part hereof. The Professional Consultant acknowledges receipt of a copy of these Standard Provisions.

The parties also agree to all of the provisions, which are annexed and made part of this Agreement, consisting of [REDACTED].

Nothing in this Agreement accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this Agreement.

For the Professional Consultant

For the City of Evanston

By:

By:

Title:

Title:

Date:

Date:

**PROFESSIONAL CONSULTING SERVICES AGREEMENT  
STANDARD PROVISIONS**

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Article 1

Definitions

- 1.1 “Contract Documents” means all \_\_\_\_\_ and related documents produced as part of this Project.
- 1.2 “Deliverable” means \_\_\_\_\_ and other documents produced and delivered to the Owner as part of a formal project submittal as outlined in Article 4.
- 1.3 “Owner” means the City of Evanston.
- 1.4 “Professional Consultant” means \_\_\_\_\_.
- 1.5 “Project” means the \_\_\_\_\_ proposed by the Owner in this Agreement.
- 1.6 “Scope” means the \_\_\_\_\_ as outlined in the specific Project’s Request for Proposal.
- 1.7 “Services” means the \_\_\_\_\_, labor, equipment and materials furnished by the Professional Consultant in accordance with this Agreement.

Article 2

Professional Consultant’s Responsibilities

- 2.1 General
  - 2.1.1 The Professional Consultant’s services consist of those services performed by the Professional Consultant, Professional Consultant’s employees and Professional Consultant’s sub-consultants as enumerated in Article 4 of this Agreement.
  - 2.1.2 The Professional Consultant shall not conduct any work outside the Basic Scope of Services and shall not receive any additional compensation therefore without the prior written approval from the Owner in the form of an amendment to this Agreement.
  - 2.1.3 The Professional Consultant shall provide services in accordance with the Building Code of the City of Evanston and all other applicable codes and regulations set forth by any governing bodies having jurisdiction over the Project.
  - 2.1.4 The Professional Consultant shall determine all permits and documents necessary to construct the Project and shall prepare and submit all required documents and permit applications on the forms and in the manner prescribed by the issuing agency prior to Project bidding.
  - 2.1.5 The Professional Consultant shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections and reports required for the performance of the services. The Owner shall reimburse the Professional Consultant for all required testing services at cost and shall pay for any coordination efforts required by the Professional Consultant on an hourly basis. The Professional Consultant shall provide City with such costs of the required testing services and coordination efforts prior to said performance.
- 2.2 Schedule
  - 2.2.1 Time is of the essence in completing the services and the Professional Consultant shall proceed continuously and expeditiously through completion of each phase. The Professional Consultant and the Owner shall develop and approve a schedule for the performance of the Professional Consultant’s services. This schedule shall include a minimum of two (2) weeks following each phase and/or submittal as outlined in Article 4 for Owner and/or governing jurisdiction review and/or approval.
  - 2.2.2 The schedule shall not be extended because of any delay attributable to the Professional Consultant. The schedule may be extended by the Owner at its sole discretion in the event of a delay attributable to the Owner, or because of unavoidable delays caused by an act of God, war, governmental actions, or other conditions beyond the control of the Professional Consultant.
  - 2.2.3 The Professional Consultant shall be held liable for any and all damages to the Owner resulting from Project delays caused by the Professional Consultant and within the Professional Consultant’s control.
  - 2.2.4 Failure to adhere to the schedule will result in Owner issuing a written notice to the Professional Consultant. After two (2) written notices have been sent to the Professional Consultant for failure to adhere to the project schedule, beginning with the third notice, notices for failure to adhere to the project schedule will result in the Professional Consultant being assessed liquidated damages in the amount of a 1% reduction in the

Professional Consultant's fee for each occurrence. This payment is for liquidated damages for those expenses which the City incurred as a result of the delay, and not a penalty. All such liquidated damages may be set off against any money that may be due to the Professional Consultant.

2.3 Errors and Omissions

2.3.1 The Professional Consultant is responsible for and shall pay all costs due to its negligent errors, omissions or misconduct, including but not limited to: errors in Contract Documents, lack of document coordination, missing or ambiguous information and failure to identify observable field conditions.

2.3.2 The Professional Consultant shall be responsible for the accuracy of the Work performed under this Agreement and shall promptly make necessary revisions or corrections to its Work resulting from its negligent acts, errors or omissions without additional compensation including redesign if all bids are over budget. The Professional Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Project.

2.3.3 The Professional Consultant shall make revisions to the Contract Documents which have been completed, approved and accepted by the Owner as are necessary to correct errors or omissions in the Contract Documents, when required to do so by the Owner, without additional compensation from the Owner. The Professional Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Project.

2.4 Subletting or Assignment of Agreement

2.4.1 The name and description of all consultants used by the Professional Consultant to perform specific services directly related to this Project shall be submitted to the Owner for approval in writing before their use on this project. The Professional Consultant shall be responsible for paying these consultants for the consultant's total services. The list of subconsultants for performance of this project is listed in Attachment \_\_\_.

2.4.2 If the Professional Consultant's assistants, employees, or subcontractors prove unsatisfactory to the Owner, such persons shall be immediately removed from the Project and promptly replaced by the Professional Consultant upon request from the Owner, and the Professional Consultant shall not object to the Owner's request.

2.4.3 Consent to assign, sublet or otherwise transfer responsibility for any portion of the Work shall not be construed to relieve the Professional Consultant of any responsibility for the fulfillment of this Agreement. No subletting, subcontracting or assignment of any portion of the Work under this Agreement shall state, imply, intend or be construed to limit the legal liability of either the Professional Consultant or the sub-consultant.

2.4.4 The guidelines, terms, conditions and requirements of this contract shall apply to all persons used by the Professional Consultant to assist in the design and development of the Project.

Article 3

Owner's Responsibility

3.1 General

3.1.1 The Owner shall provide information regarding general requirements for the Project, the Project schedule and the Project budget.

3.2 Owner's Representative

3.2.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Professional Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Professional Consultant's services. All material communications between the parties hereto shall be confirmed by the City in writing.

Article 4

Basic Scope of Services

To be determined by specific project.

## Article 5

### Miscellaneous Provisions

#### 5.1 General

- 5.1.1 This agreement shall be governed by the laws of the State of Illinois, in the event of litigation the venue shall be in Cook County, Illinois.
- 5.1.2 This Agreement represents the entire and integrated agreement between the Owner and Professional Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Professional Consultant.
- 5.1.3 This Agreement has been negotiated and entered into by each party with the advice of independent counsel and should not be construed against one party or the other based on which party drafted any portion of the Contract.
- 5.1.4 Professional Consultant hereby waives and forfeits all claims that any work, services or other activities were performed pursuant to an oral contract or other oral agreement separate from this contract.
- 5.1.5 In addition to all of the remedies available, the City, in any arbitration or litigation pertaining to this Agreement, shall have the right to collect its reasonable attorney's fees and other costs related to such arbitration or determined by the judge or arbitrator.
- 5.1.6 It is understood that the obligations assumed in this Agreement shall be binding upon the Owner and upon the Professional Consultant, and upon the successors, executors, administrators and assigns of the parties hereto and that neither the Owner nor the Professional Consultant shall assign, sub-contract or transfer their interest in this Agreement without the written consent of the other party.
- 5.1.7 Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provisions, which are hereby deemed severable.
- 5.1.8 Professional Consultant shall comply with the law and the provisions of the "Prevailing Wage Act," (820 ILCS 130/1, *et. seq.*) which provided that "a wage of no less than general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works."
- 5.1.9 The Professional Consultant certifies it has not been barred from being awarded a contract with a unit of State or local Government as a result of violation of Section 33E-3 or Section 33E of the Criminal Code of 1961 (bid rigging or bid rotating).
- 5.1.10 The Professional Consultant certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 *et. seq.*), that it has written sexual harassment policy that includes, at a minimum, the following information: (1) the illegality of sexual harassment, (2) the definition of sexual harassment under State law, (3) a description of sexual harassment utilizing examples, (4) The Professional Consultant's internal complaint process including penalties, (5) legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (6) protection against retaliation as provided to the Department of Human Rights upon request.
- 5.1.11 The Professional Consultant shall abide by the "Illinois Preference Act" which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Professional Consultant shall employ only Illinois laborers unless otherwise exempted as so stated in the Act ("Illinois laborer" means any person who has resided in Illinois for least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular

type of work involved if so certified by the Professional Consultant and approved by the City's designated representative.

5.1.12 If any language or figures contained in any attachments or exhibits referenced herein are in conflict with this agreement, this agreement shall prevail.

## 5.2 Additional Services

5.2.1 If in the Professional Consultant's opinion the Owner requests Work not included in the Basic Scope of Services of this Agreement or reasonably inferable therein, the Professional Consultant must notify the Owner in writing if it is the Professional Consultant's opinion that extra compensation or additional time allowance is warranted.

5.2.2 The Professional Consultants proposal for Additional Services shall include the justification for the claim for extra compensation and the amount of additional fee and/or time requested. All proposals for Additional Services shall be based on the hourly billing rates provided in Attachment \_\_\_.

5.2.3 The Professional Consultant shall not proceed with any Additional Services outside of the Basic Scope of Services until the Owner has approved a written Agreement amendment authorizing the Professional Consultant to proceed. Such Agreement amendments shall include appropriate time extensions if the Owner determines they are warranted.

5.2.4 Reasons for revising the Professional Consultant's fee may include, but are not limited to the following examples:

1. Making revisions to Drawings, Specifications or other documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the contract award of such documents.
2. Owner changes to the Project, which result in a significant change in the scope, character or complexity of the Work.
3. A significant Change Order resulting from unknown existing conditions which the Professional Consultant could not reasonably have foreseen and which requires extensive preparation of drawings, specifications and other documents.

5.2.5 Alternate items within the original scope of Work shall **not** be considered additional services.

## 5.3 Legal Relations

5.3.1 The Professional Consultant shall become familiar with and shall at all times comply with and observe all federal, state and local laws, ordinances and regulations which in any manner affect the Project or the Professional Consultant's conduct.

5.3.2 In carrying out the provisions of this Agreement, or in exercising any power or authority granted to the Owner thereby, there shall be no personal liability upon the authorized representatives of the Owner, it being understood that in such matters they act as agents and representatives of the City of Evanston.

5.3.3 The Professional Consultant or its officers, agents, and employees or any subconsultant's officers, agents, or employees shall be responsible for any and all damages to property or persons arising out of a negligent act, error and/or omission in the Professional Consultant's performance of this Agreement.

5.3.4 The Professional Consultant shall indemnify and hold harmless the Owner and all their officers, agents and employees on account of any damages to persons or property resulting from negligence of the Professional Consultant or its officers, agents, and employees or any subconsultant's officers, agents, or employees arising out of, or in connection with the performance and completion of this Agreement.

5.3.5 Professional Consultant shall be and act as an independent contractor and not as a partner, joint venturer or agent of the City and shall not bind nor attempt to bind City to any contract. Professional Consultant is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Worker's Compensation Insurance; and Professional Consultant agrees to defend, indemnify and hold the City harmless from any and all claims, damages, liability, attorney's fees and expenses on account of (i) an alleged failure by Professional Consultant to satisfy any such obligations or any other obligation (under this Agreement or otherwise) or (ii) any other action or inaction of Professional Consultant.

5.4 Indemnity

5.4.1 The Contractor shall indemnify, protect and save harmless the City of Evanston, its agents, consultants, officials and employees, against all injuries, deaths, loss damages, claims, patents, copy right or trademark or claims, suits, judgments, costs and expenses which may in anywise accrue against the City in consequence of the granting of this or her contract or which may in anywise result there from, whether or not it shall be alleged or determined that the act was caused through the negligent act or omission of the Contractor or his or her employees, of the sub-contractor or his or her employees, if any and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such act, the Contractor shall, at his or her own expense, satisfy and discharge same.

1. Any infringement of any claimed copyright, patent, or other property right arising out of performance of the Services, or city's use of the plans, documents, reports or other materials produced by Consultant in connection therewith.
2. Any negligent or wrongful act of Consultant, its agents, servants, employees, officers or subcontractors.

5.5 Insurance

5.5.1 Consultant shall carry and maintain at its own cost, with such companies as are 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
4. Errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000.

5.5.2 Consultant shall provide City with certificates of insurance naming the City as an additional insured at the coverage levels set forth in Section 5.5.1 and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. 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.

5.6 Ownership of Contract Documents

5.6.1 Upon completion or termination of this Agreement, all Drawings, Specifications and all other Contract Documents including a compact disc of computer-aided design system map, plan and detail files, shall be delivered to and become the property of the Owner. All word processing documents and spreadsheets shall be in Microsoft Word or Excel. All computer-aided design files shall be in Autocad version 14 or 2000. Final payment is contingent upon the delivery of these items. These notes, studies, reports, estimates, specifications, plans, etc. may be used without restriction by the Owner for any public purpose. Any such use shall be without compensation or liability to the Professional Consultant and will not violate any intellectual property rights or interests of the Professional Consultant. The Professional Consultant shall be permitted to retain copies, including reproducible copies of the Drawings, Specifications and other documents for information and reference in connection with the Project.

5.6.2 Professional Consultant is specifically denied the right of using in any form or medium,

the name of the City for public advertisement, unless expressly granted by written permission of the City.

5.6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights.

5.7 Termination, Suspension or Abandonment

5.7.1 This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice. In the event of a termination of services by the Owner, the Owner shall have no liability of any kind whatsoever to the Professional Consultant after the termination date including any claim for lost profits or opportunities.

5.7.2 In the event of termination of the Project, the Professional Consultant shall be compensated for services performed prior to termination on a prorated basis. The Professional Consultant shall submit work completed and receive written approval from the Owner for the portion of Work completed prior to receiving payment. The value of the services rendered and delivered will be determined by the Owner.

5.7.3 If the Owner suspends the Project more than thirty (30) consecutive days, the Professional Consultant may be compensated for services performed prior to notice of suspension on a prorated basis. The City shall have no further liability whatsoever to Professional Consultant after suspension of Consultant's services including, but not limited to, any and all claims for lost profits or opportunities. The Professional Consultant must submit work completed and receive written approval from the Owner for the portion of Work completed prior to receiving payment. The value of the services rendered and delivered will be determined by the Owner.

5.7.4 If the Owner fails to make payments in accordance with Article 7, the Professional Consultant may, upon thirty (30) days' written notice to the Owner, suspend performance of services under this Agreement. In the event of a suspension of services, the Professional Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Professional Consultant shall not suspend services in the event of a good faith dispute between Professional Consultant and the City.

5.7.5 If the Owner commits a material breach of this Agreement or if the Project is suspended for a period of six months or more, the Professional Consultant may terminate this Agreement by written notice to the Owner only after the Owner has been given a notice of a material breach by the Professional Consultant and does not cure the failure within a period of ten (10) business days.

Article 6

Project Budget

6.1 General

6.1.1 The Project Budget for this contract shall be                     .

6.1.2 The Project Budget includes the total estimated cost of all constructed elements of the Project designed or specified.

6.1.3 The Project Budget does not include compensation to the Professional Consultants for the costs of the land, rights-of-way, construction contingency or Project financing.

6.1.4 The Owner reserves the right to include alternate bid items identified within the Basic Scope of Services to adjust the estimated construction costs at no additional cost to the Owner.

6.2 Estimating and Bidding Procedures

6.2.1 If the Bidding Phase has not commenced within 90 days after the Professional Consultant submits the Construction Documents to the Owner, any cost estimates shall be adjusted to reflect changes in the general level of prices in the construction industry.

6.2.2 If the Project Budget is exceeded by the lowest bona fide bid the Owner shall do one of the following:

1. Give written approval of an increase in the Project Budget.
2. Authorize re-bidding of the Project within a reasonable time.

3. Abandon the Project in accordance with Section 5.7.
  4. Revise the Project scope and quality as required to reduce the construction cost.
- 6.2.3 If the Professional Consultant's estimated Construction costs are within the Project Budget and the lowest responsive and responsible bid exceeds the Project Budget and the Owner chooses to proceed with scope revisions as outlined under Clause 6.2.2.4 above the Professional Consultant shall modify the Contract Documents as necessary to comply with the Project Budget for no additional compensation, within the timeframe given by the Owner in writing after the bids are received.

## Article 7

### Compensation

#### 7.1 Basic Services

- 7.1.1 Payments for Basic Services shall be made on the lump sum fee of \$ [redacted] as outlined in Attachment [redacted] and will be billed against a per phase and per consultant and/or subconsultant basis. Such payment shall be full compensation for Professional Consultant services rendered with the exception of items as noted in Paragraph 7.2.
- 7.1.2 Attachment [redacted] represents the Professional Consultant's best estimate for the hours required to complete the Project. The Professional Consultant will **not** receive additional compensation to complete the Basic Services for this project as outlined in Article 4 unless Additional Services are required and authorized by the Owner in writing in advance.
- 7.1.3 Professional Consultant payments through the Bidding Phase shall be made on a performance basis and will follow successful completion of each phase and/or submittal as noted in Article 4. Successful completion of phases and/or submittals is defined as the Professional Consultant's receipt of the Owner's written approval for each phase and/or submittal as outlined in Article 4. Payments through the Bidding Phase will **not** be made until the Professional Consultant completes each phase and/or submittal in its entirety in accordance with Article 4. Payments to the Professional Consultant through the Bidding Phase will **not** be made on a monthly or progress payment schedule.
- 7.1.4 Payments to the Professional Consultant during the Construction Administration Phase will be made on a monthly (progress payment) schedule.
- 7.1.4 The Owner has the equitable right to set off against any sum due and payable to the Professional Consultant under this Agreement, any amount the Owner determines the Professional Consultant owes the Owner, whether arising under this Agreement or under any other Agreement or otherwise.
- 7.1.5 Compensation in excess of the total Agreement amount will not be allowed unless justified in the City's sole judgement and authorized in advance by an approved written Agreement amendment.
- 7.1.6 Compensation for improper performance by the Professional Consultant will not be allowed.

#### 7.2 Reimbursable expenses

- 7.2.1 Reimbursable expenses, that are in addition to compensation for Basic services, shall be made on the not-to-exceed fixed fee of \$ [redacted] and include the following items: cost of deliverable reproductions, postage and handling of Drawings and Specifications for each phase and/or submittal as outlined in Article 4, cost of transportation at a rate of \$0.22 per mile.
- 7.2.3 The following items are considered overhead costs of the Professional Consultant and are **not** covered under expenses reimbursable to the Professional Consultant by the Owner: meals, entertainment, in-house materials, equipment, scans, copying, printing and other reproductions necessary for the Professional Consultant's development of documents for the project, overtime, telephone and fax charges, computer use, computer time, computer disks, computer CDs and in-house scale model(s) and/or rendering(s).
- 7.2.4 Reimbursable expenses are to be billed **at cost** only and are to be invoiced with appropriate back-up data (receipts, delivery bills, etc.).

#### 7.3 Invoicing and Payment

- 7.3.1 Invoicing shall be addressed to the Project Manager, shall be submitted in spreadsheet format and shall include the following information:

1. Project name and number.
  2. Amount submitted for payment broken down by phase and/or submittal and consultant and/or subconsultant.
  3. Total contract amount.
  4. Balance remaining.
  5. Percentage of phase and overall project complete to date.
  6. Itemized reimbursable expenses (with appropriate back-up data).
- 7.3.2 Payment will be made in accordance with all local ordinances and regulations of the City of Evanston and in accordance with the Illinois Prompt Payment Act.

**LETTER OF INTENT  
TO COMPLY WITH  
THE CITY OF EVANSTON'S  
M/W/EBE POLICY**

I am \_\_\_\_\_ of \_\_\_\_\_, and

Have \_\_\_\_\_  
(Title of Affiant) (Name of Firm)

authority to execute this affidavit on behalf of this firm. I \_\_\_\_\_  
(Name of Affiant)

do hereby certify that:

1. This firm will endeavor to award subcontracts having a combined value of at least 25% of the total contract to MBEs, WBEs or EBEs for the procurement of equipment, materials, supplies and/or services required in the performance of this Contract.
  
2. Neither this firm nor its partners, directors and/or officers has a controlling interest, a conflict of interest, or any other authority to control the activities of the scheduled M/W/EBE firms.

Signature: \_\_\_\_\_  
(Signature of Affiant)

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

Corporate Seal (where appropriate)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ as President (or other authorized officer) of \_\_\_\_\_.  
(Firm Name)

\_\_\_\_\_  
(Notary Public Signature)

Notary Seal

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

# SCHEDULE A

## M/W/EBE Utilization Plan

The following firms will be utilized in accordance with the Letter of Intent to Comply:

Name of Firm	% of Participation	MBE, WBE or EBE?	Description of work	Dollar Value	Perform 100%?*
<b>TOTAL</b>					

**\*If the firm is subcontracting more than 10% of its work, an explanation must be provided.**

*If more than five firms are utilized, please duplicate the form and attach the additional information.*

*(Total and notarization can appear on last page of multiple forms.)*

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

Corporate Seal (where appropriate)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, by \_\_\_\_\_ as President

(or other authorized officer) of \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Notary Public Signature)

Notary Seal

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

**SCHEDULE B**  
**Letter of Intent to Perform**

I am \_\_\_\_\_ of \_\_\_\_\_, and  
have \_\_\_\_\_  
(Title of Affiant) (Name of M/W/EBE Firm)

authority to execute this affidavit on behalf of this firm. I \_\_\_\_\_  
(Name of Affiant)

do hereby certify that:

\_\_\_\_\_ intends to participate as a  
(Name of M/W/EBE Firm)

Subcontractor on the project known as \_\_\_\_\_.  
(Project Description)

The Prime Contractor, \_\_\_\_\_, will award a contract to my

firm in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_.  
(Type of Work)

This notification is pursuant to the Prime Contractor's receipt of an executed agreement with the City of Evanston.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(S/W/M/EBE Subcontractor)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Bidder/Prime Contractor)

Corporate Seal (where appropriate)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ as President  
(or other authorized officer) of \_\_\_\_\_.  
(Firm Name)

\_\_\_\_\_  
(Notary Public Signature) Notary Seal

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

# AFFIDAVIT OF M/W/EBE STATUS

I am \_\_\_\_\_ of \_\_\_\_\_, and have  
authority to \_\_\_\_\_  
(Title of Affiant) (Name of Firm)  
execute this affidavit on behalf of this firm. I \_\_\_\_\_ do  
(Name of Affiant)

hereby certify that:

1. This firm is a: (Check One Only)  
  
\_\_\_\_\_ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)  
  
\_\_\_\_\_ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)  
  
\_\_\_\_\_ Evanston Business Enterprise (EBE) (A firm that is principally located in Evanston.)
2. **COPIES OF ALL MBE, WBE OR DBE CERTIFICATIONS HAVE BEEN ATTACHED.**
3. The following information will be provided upon written request, through the prime contractor or, if no prime, directly to the City of Evanston
  - a) actual work performed on any project and the payment thereof; and,
  - b) any proposed changes, in the status of the firm which would render this affidavit null and void.
  - c) further verification of the indicated status

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Affiant) Corporate Seal (where appropriate)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ as President (or other authorized officer) of \_\_\_\_\_.  
(Firm Name)

\_\_\_\_\_  
(Notary Public Signature) Notary Seal

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