

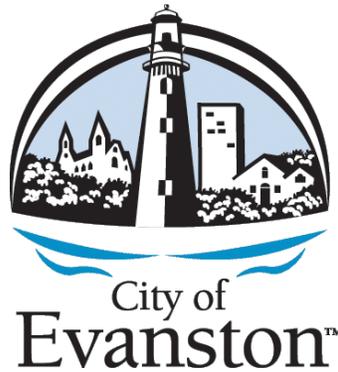
CITY OF EVANSTON
REQUEST FOR PROPOSAL

NUMBER: 25-52

For

Lead Service Line Replacement Engineering

August 28, 2025



PROPOSAL DEADLINE: 2:00 P.M., October 7, 2025

MANDATORY PRE-PROPOSAL MEETING: MANDATORY ATTENDANCE REQUIRED
11:00 A.M., September 4, 2025
Water Plant
555 Lincoln Street
Evanston, IL 60201

(For security reasons, interested parties attending the mandatory pre-proposal meeting **must** submit a list of employee names that will be attending the meeting to Hibo Mohamed at hmohamed@cityofevanston.org by close of business **September 2, 2025** in order to attend)

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.

TABLE OF CONTENTS

Notice to Proposers.....	3
1.0 Introduction.....	4
2.0 Scope of Services.....	14
3.0 Insurance.....	30
4.0 Submittal Requirements (Please see Attachments)	30
5.0 Additional Submission Requirements	32
6.0 M/W/D/EBE Goals	32
7.0 Evaluation Criteria.....	32
8.0 Selection Process	33
9.0 Proposed Schedule.....	34
10.0 Questions Regarding RFP	34
11.0 General Terms and Conditions.....	34
Price/Costs Form	40
RETURN ALL EXHIBITS WITH RFP	
Exhibit A – Disclosure of Ownership Interests.....	42
Exhibit B – Additional Information Sheet.....	46
Exhibit C – Conflict of Interest Form	47
Exhibit D – Acknowledgement of Understanding.....	48
Exhibit E – Anti-Collusion Affidavit and Proposer’s Certification	49
Exhibit F – City of Evanston M/W/D/EBE Policy.....	50
Exhibit G – M/W/D/EBE Participation Compliance Form	51
Exhibit G – M/W/D/EBE Utilization Summary Report	52
Exhibit H – M/W/D/EBE Participation Waiver Request	53
Exhibit I – M/WD//EBE Assistance Organizations	54
Exhibit J – Professional Services Agreement Acknowledgement	55
Exhibit J - Consultant Certification and Verification	56
Exhibit J – Professional Services Agreement.....	57
Exhibit K – Firm Experience Table	70
Exhibit L – Project Team Experience Table.....	71

ADDITIONAL DOCUMENTS

DemandStar- E-bidding Instructions.....	13 pages
---	----------

CITY OF EVANSTON
NOTICE TO PROPOSERS

The City's Purchasing Office will receive proposals until **2:00 P.M.** local time on **October 7, 2025**. 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:

Lead Service Line Replacement Engineering
RFP Number: 25-52

The City of Evanston's Capital Planning and Engineering Bureau of the Evanston Public Works Agency is seeking proposals from experienced firms for:

Professional engineering services in support of the City's annual lead service line replacement program. Services to be provided include field investigations, public outreach, design of lead service line replacements and water main improvements, construction-phase engineering services, project management, and funding support.

There will be a mandatory pre-proposal meeting held in-person at the Water Plant, 555 Lincoln Street, Evanston, IL 60201 at 11:00 A.M. on Thursday, September 4, 2025. All firms intending to submit a proposal for this project must attend to discuss the proposed work and receive answers to questions related to the project. For security reasons, parties must submit a list of employee names that will be attending to Hibo Mohamed at hmoamed@cityofevanston.org by close of business September 2, 2025 in order to attend.

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 (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.

Cheryl Stuart
Purchasing Specialist

Request for Proposal**1. INTRODUCTION****1.1. Instructions to Proposers**

The City of Evanston is seeking a consultant to provide professional engineering services in support of its Lead Service Line Replacement (LSLR) Program. Services to be provided include field investigations, public outreach, design of lead service line replacements and water main improvements, engineering services during construction, project management, and funding support.

The initial contract term will be for a period of one thousand one hundred forty (1,140) days to complete the design and construction of lead service lines and water main improvements through the 2028 construction season. The City may issue an amendment to extend the contract to support up to two additional construction seasons of LSLR work. Specific tasks associated with this contract are described in detail in the Scope of Services section of this RFP.

Contact with City personnel regarding this RFP is restricted to the individual(s) identified herein. Unauthorized contact with any other City personnel may be grounds for disqualification.

Prior to submitting a proposal, proposers are advised to thoroughly review and become familiar with the following:

- The contract documents
- The project scope and specific work tasks
- Specifications
- Submittal requirements
- Insurance requirements and required documentation

All proposals must be prepared in accordance with the instructions contained in this RFP and submitted using the forms provided by the City. The City will not be liable for any costs incurred by respondents in the preparation or submission of proposals.

1.2. Background

There is no detectable lead in the water produced by the City of Evanston's water treatment plant. Lead enters the water from lead solder and/or lead pipes in water services or through plumbing fixtures.

The City has been addressing the hazards presented by lead water service lines in a number of ways, including adding phosphate to the drinking water treatment process

and optimizing this process, removing lead services as they are encountered in the publicly-owned system, and encouraging community members to replace the privately-owned portions of lead service lines. Because the City has been removing public side of lead service lines as they were encountered during water main replacement projects since 2022, many blocks in Evanston currently have services with public-side copper and private-side lead. In 2021, City Council approved Resolution 34-R-21, declaring lead pipe replacement throughout the City a public benefit, allowing public funds to be used for the replacement of privately-owned portions of lead service lines.

In 2022, the Illinois Environmental Protection Agency (IEPA) implemented the Illinois Lead Service Line Replacement and Notification Act (Public Act 102-0613), which requires the full replacement of lead service lines—both public and private sides—when encountered during water main projects. The Act also mandates that by 2027, all water utilities must initiate a plan to eliminate every lead service line in their systems. The City submitted an initial draft of its Lead Service Line Replacement Plan to the IEPA in April 2024 and an updated plan in April 2025.

With support from City Council for increased water rates, the City is complying with the requirements of Public Act 102-0613 and has already replaced more than 400 lead service lines over the past two years. City staff are also actively pursuing external funding sources to reduce the financial burden on community members.

Evanston's Lead and Copper Rule (LCR) compliance sampling continues to fall below federal thresholds that would mandate immediate citywide replacement of all lead service lines. However, the City is proactively advancing its replacement program to meet state requirements ahead of schedule and to maximize funding opportunities available through the IEPA State Revolving Fund (SRF) Public Water Supply Loan Program (PWSLP) designated for LSLR projects.

Based on the most recent service line inventory report submitted to the IEPA, the City has identified approximately 10,564 lead water service lines, representing over 70% of the City's 14,657 total service lines. A public service line material inventory is available through the Water Service Information Map, which can be accessed at <https://tinyurl.com/Water-Service-Map>. This map provides information on both the public and private portions of each water service line. Material information for the private side is based on installation age or, when available, inspection data inside the building. For the public side, information is based on installation age or City records such as work orders and inspections. Because service lines are buried, the observed material inside the building is a reliable—but not guaranteed—indicator of the entire line.

The public side (City-owned portion) of the service line extends from the water main to and including the service valve (i.e., curb stop or buffalo box), typically located in the parkway. The private side of the service line extends from the service valve into the building and terminates at the water meter. Figure 1 below illustrates the ownership of water service lines in Evanston.



FIGURE 1 – Service Line Ownership

On February 17, 2022, the City submitted a Project Plan to the Illinois Environmental Protection Agency (IEPA) State Revolving Fund (SRF) program to request funding for the annual replacement of approximately 500 lead service lines over a five-year period. The City has received funding for Lead Service Line Replacement (LSLR) in 2025 in the amount of \$3,737,007.89 in total eligible costs. Of this, \$3,027,000 is provided as principal forgiveness, and \$710,007.89 is a loan at 0% interest over a 30-year term.

The City is also included on IEPA’s SRF Intended Funding List for additional funding in 2026 and is listed on the Project Priority List for 2027–2029.

Use of SRF loan funds is limited to the replacement of lead service lines only and cannot be applied to associated water main replacement or restoration beyond the area directly impacted by the service line work. The City’s goal is to maximize the use of available funding from the IEPA SRF that will be available as principal forgiveness for LSLR and utilize additional zero or low-interest loan funding as needed.

1.3. LSLR Plan

The City is committed to replacing 500 lead service lines (LSLs) each year. These replacements will be carried out through a combination of planned infrastructure projects, prioritized replacements, ongoing system repairs, and customer-initiated requests. Table 1 below provides a breakdown of the categories included in the annual LSLR program, along with the anticipated number of replacements for each category. Further details for each category are provided in the sections that follow.

Table 1 – Approximate Number of LSLRs Per Year

LSLR Category	Number of LSLR/Year
1. Annual LSLR Project	
1-A) LSLR With Water Main	110
1-B) Standalone LSLR	140
2. Annual Water Main Replacement Project	100
3. Leaks and Breaks/HOI/Other	150
Total	500

- a. Annual Water Main Replacement Project: The City has an annual program to replace approximately 1% of its distribution system, equivalent to 1.5 miles of water main. Additional information about the City’s water main improvement program is available in the latest Annual Report, which can be accessed at <https://tinyurl.com/Evanston-Annual-Report> . Water main replacement projects will continue to be prioritized by City staff based on break history, maintenance calls, fire flow requirements, age, and coordination with other street and infrastructure improvement projects.
- b. Leaks and Breaks: Broken or leaking LSLs can no longer be repaired and must be fully replaced in accordance with the Illinois Lead Service Line Replacement and Notification Act (Public Act 102-0613). The City typically experiences approximately 60 LSL leaks and breaks annually. These replacements are coordinated by hiring a qualified plumber to complete the private side replacement, while City staff perform the public side replacement when needed.
- c. Homeowner-Initiated (HOI) Replacements: The City supports community members who proactively choose to replace their lead service lines by replacing the public side of the service line at no additional cost to the homeowner. The homeowner remains responsible for contracting and paying for the private side replacement. Public side work will be coordinated and completed by the same staff responsible for leak and break replacements. It is anticipated that this crew will have the capacity to complete up to 150 public side LSLRs per year, allowing up to 90 homeowner-initiated replacements annually, scheduled on a first-come, first-served basis.
- d. Annual LSLR Project: The exact number of replacements completed under the categories above will vary from year to year. To ensure the annual goal of 500 LSLRs is met, the remaining replacements will be completed through the City’s Annual LSLR Project. This project includes both replacements associated with water main projects and standalone, block-by-block LSL replacements.

Over 50% of the City’s water mains are more than 80 years old. The City has recognized that service line replacements on these older mains can increase the likelihood of main breaks. To address this, City Council has allocated funding for the replacement of an additional 1.7 miles of water main annually—targeting mains over 80 years old—to be completed as part of the Annual LSLR Project. It

is anticipated that approximately 110 lead service line replacements will be completed in conjunction with this additional 1.7 miles of water main replacement.

The remaining balance of replacements needed to reach the annual goal of 500 will be accomplished through standalone LSLRs, implemented on a block-by-block basis. The block-by-block approach has proven to be efficient and cost-effective for design, coordination, and construction activities. In addition, the City has found that block-by-block outreach—an essential component to the success of these projects—is far more effective than individual outreach.

- e. **Prioritized Replacements:** Certain facilities are required by law to be prioritized for individual LSLRs, including preschools, daycare centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics. These replacements, mandated under the Illinois Act, will be completed during the initial years of the program and are not included in the annual categories shown in Table 1. Approximately 33 LSLRs fall into this category and are scheduled for completion in 2026, bringing the total number of replacements that year to 533.

The City continues to proceed with replacements associated with water main projects, homeowner-initiated requests, and leaks and breaks, in compliance with the Illinois Act.

1.4. Project Objectives

The objective of the Lead Service Line Replacement Engineering project (Project) is to support the City's effort to replace approximately 500 lead service lines per year, meeting the goals established in the IEPA Lead Service Line Replacement Plan and fulfilling the requirements of Illinois Public Act 102-0613. Throughout this RFP, Lead Service Line Replacement (LSLR) also includes the replacement of galvanized service lines where encountered.

The Consultant shall support the City's LSLR Plan within the following replacement categories:

1) Annual LSLR Project

The Consultant will lead an annual project designed to replace approximately 250 lead service lines.

The City anticipates that LSLRs completed under this project from 2026 through 2029 will be funded by the IEPA State Revolving Fund (SRF) Public Water Supply Loan Program (PWSLP). Work will be completed in the census tracts that receive the highest scores under IEPA's SRF funding criteria. Funding for the replacement of 1.7 miles of water main associated with LSLR will be provided by City funds in the earlier years of the program but may be supported by a separate IEPA SRF loan in later years.

LSLRs under this project will be completed both in association with water main replacement and as standalone replacements, as outlined below.

1-A) LSLR with Water Main

Replacement of approximately 110 lead service lines located on approximately 1.7 miles of old water main requiring replacement. These projects will include:

- Replacement of approximately 1.7 miles of 6-inch to 24-inch water main, generally installed before 1944
- Abandonment of the existing water main
- All associated surface restoration, including concrete curb and sidewalk repairs, pavement patching, and curb-to-curb hot-mix asphalt (HMA) street resurfacing
- Sidewalk improvements to meet Public Right-of-Way Accessibility Guidelines (PROWAG) or construction of new sidewalks where feasible and none currently exist
- Coordination with other planned City infrastructure and maintenance projects

Consultant shall provide all outreach, design, and services during construction for these LSLRs and associated water main work.

1-B) Stand-Alone LSLR

Replacement of approximately 140 lead service lines located on newer water mains that does not require replacement. These standalone replacements may include:

- Full LSLR – Replacement of entire lead service lines on newer mains, including both public and private sides, with associated pavement openings and restorations.
- Public Side LSLR – Replacement from the water main to the service valve, where the private side is already copper. Includes pavement openings and restorations.
- Private Side LSLR – Replacement from the service valve to the house, on newer mains where the public side is already copper.

Based on recent City data, the typical distribution of standalone replacements is approximately 18% Full, 2% Public Side, and 80% Private Side.

Consultant shall provide all outreach, design, and services during construction for these stand-alone LSLR.

1-C) Prioritized Replacements

Replacement of approximately 33 LSLRs in 2026 that serve preschools, daycare centers, day care homes, group day care homes, hospitals, and clinics.

Consultant shall provide all outreach, design, and services during construction for these prioritized replacements.

2) Annual Water Main Project

The City will select and replace approximately 1.5 miles of water main each year. The Consultant will support the replacement of all lead services (approximately 100 annually) associated with these projects.

City staff will lead the overall project, including design of the water main and LSLR, and will oversee all work within the public right-of-way. The Consultant shall work closely with City staff to provide outreach, and services during construction for only the private side LSLRs associated with this Annual Water Main Project.

To meet the City's overall goal of 500 LSLRs annually, replacements will be carried out across multiple categories, including planned projects, emergency repairs, and homeowner-initiated replacements.

Current Plans for Upcoming LSLR Projects

The City's current plans for the next three years of Lead Service Line Replacement (LSLR) projects are summarized and illustrated below.

2026 – Annual Projects

a. Annual LSLR Project

All work for the 2026 Annual LSLR Project will be located in Census Tract 8092. Water main replacements have been identified and are listed in the section below. Based on City averages, approximately 110 LSLs will be replaced in association with 1.7 miles of water main replacement, with an additional 140 standalone replacements.

The likely blocks for water main replacement are listed below. Final block selection may be adjusted prior to survey work. Standalone replacements will also be selected from properties within Census Tract 8092 on a block-by-block basis, although these locations are not individually identified in Figure 1. If 140 standalone LSLs cannot be identified in Census Tract 8092, the balance will be selected from Census Tract 8096.

Likely Blocks for 2026 Annual LSLR Project

1. Lyons – Dodge to Darrow
2. Darrow – Lyons to Payne
3. Jackson – Emerson to Simpson
4. Wesley – Emerson to Green Bay
5. Dewey – Emerson to Foster
6. Ashland – Noyes to Simpson
7. Grey – Emerson to north end
8. Foster – Hartrey to Grey

Approximately 33 additional lead service line replacements will be completed in 2026 that serve preschools, daycare centers, day care homes, group day care homes, hospitals, and/or clinics.

b. Annual Water Main Replacement Project

Likely blocks for water main replacement have been identified, listed below, and shown in Figure 1. Specific block selection may change based on field conditions and survey results.

Blocks for 2026 Annual Water Main Project

1. Church – McDaniel to Florence
2. Chicago – Kedzie to Main
3. Leonard – Asbury to Ridge
4. Marcy – Thayer to Isabella
5. Seward – Hartrey to Dodge
6. Grey – Brummel to north end
7. Isabella – Poplar to Broadway
8. Garrett – Orrington to Sheridan

9. Croft Lane – Crain to cul-de-sac

2027 and Beyond – Annual Projects

a. Annual LSLR Project

The Consultant shall assist the City in selecting 1.7 miles of water main replacement in the census tracts that score highest according to IEPA SRF guidelines, coordinating with planned work across City departments. The remaining LSL replacements needed to achieve 500 per year will be selected from the next highest scoring tracts.

Table 2 below summarizes the four highest-scoring census tracts in Evanston, along with their corresponding IEPA scores.

Table 2 – IEPA Census Tract Scoring

Census Tract	2024 Score	Statewide Rank	Disadvantaged Community?
8092	305	291	YES
8096	250	729	YES
8093	215	1120	YES
8102	210	1176	YES

b. Annual Water Main Project

Each year, the City shall continue to replace 1.5 miles of water main. The Consultant shall support private side LSLR services associated with this work.

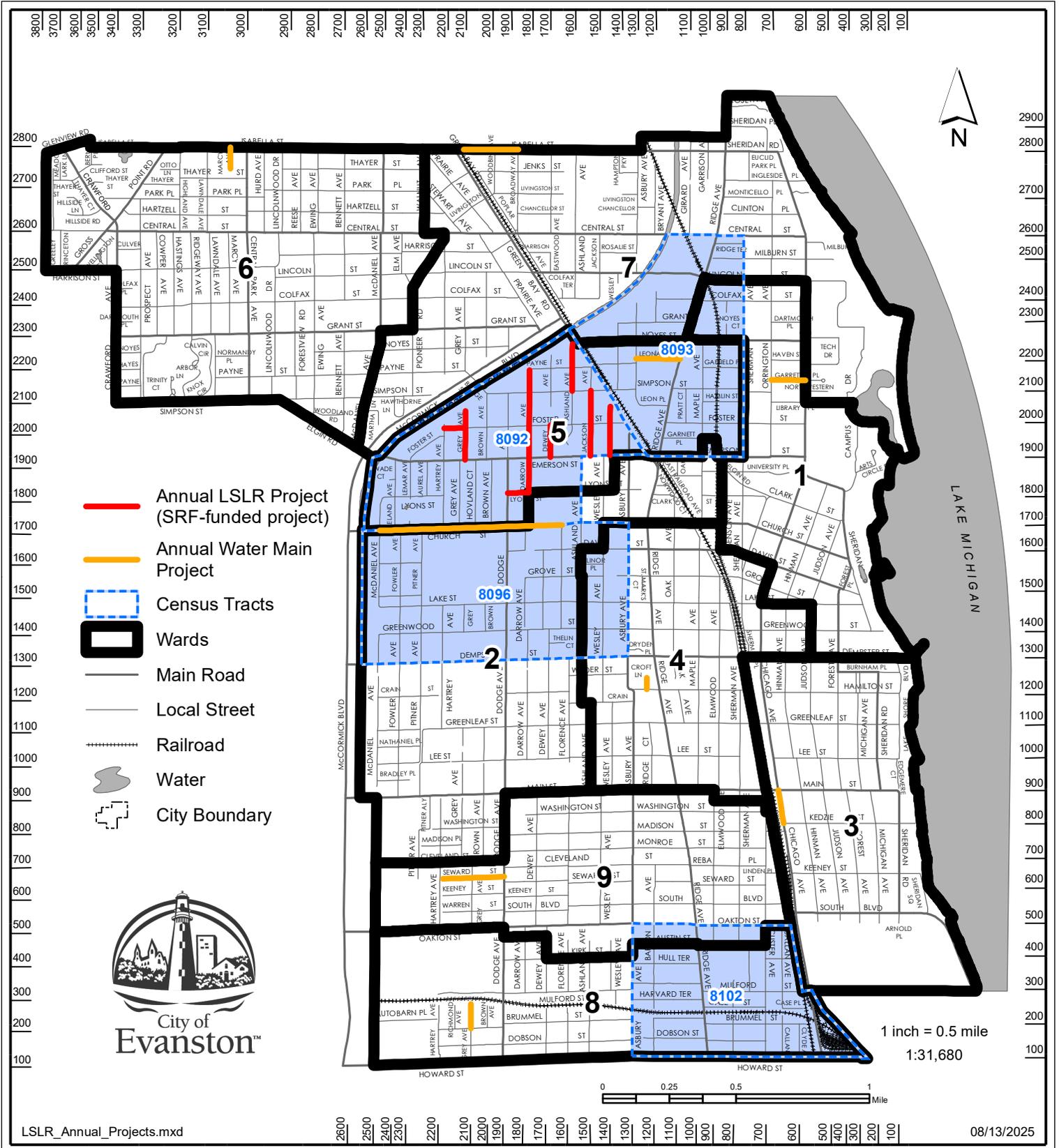
Outreach

In addition to the project-specific outreach described above, the Consultant shall develop and implement a citywide outreach program that is sensitive to the City’s diverse communities, addresses environmental justice and language access, and effectively reaches all impacted residents.

Funding

The City is funding LSLR through a combination of City and external funds. For Annual LSLR Projects, all eligible LSLR costs shall be funded by IEPA SRF loans, including principal forgiveness. The consultant will lead the City’s effort to pursue funding for up to 1.7 miles of associated water main replacement through separate IEPA SRF Loans, beginning as soon as 2027. Annual Water Main Replacement Projects and associated LSLR, which are managed and designed by City staff, shall continue to be funded with City resources to maintain the City’s design and construction schedule. The City shall also seek to utilize external grant funding for LSLR wherever feasible.

Figure 1 - Location Map LSLR Annual Projects



This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.

2. SCOPE OF SERVICES

2.1. Outreach Support

The Consultant shall lead the development and execution of a comprehensive, multi-level outreach program to ensure broad, equitable, and culturally sensitive community participation in the City's Lead Service Line Replacement (LSLR) Program. Outreach shall include citywide initiatives, ward-specific strategies (with special emphasis on the Fifth Ward during earlier years), and project-specific efforts. Methods shall include diverse communication channels, partnerships with trusted organizations, bilingual support, and active community engagement before, during, and after construction.

2.1.1. Citywide

- a. Develop a comprehensive citywide outreach strategy with inclusive, accessible, and culturally sensitive messaging to ensure equitable participation.
- b. Identify and implement multiple communication methods, including:
 1. Email campaigns
 2. Direct mail
 3. Media releases
 4. Billboards
 5. Social media posts
 6. Utility bill inserts
 7. SMS/text messages
 8. Door hangers
 9. Community radio
 10. Neighborhood newsletters
- c. Develop communication plans and visual collateral (flyers, posters, FAQs) for community open houses, tabling events, and general program awareness. Provide support staff and logistics for up to six citywide open house or tabling events per year.
- d. Develop targeted outreach subset groups for each construction season, focusing on priority census tracts and historically underserved City wards where construction is occurring.
- e. Coordinate with City staff to ensure messaging, branding, and materials are reviewed and approved.

- f. Provide content management support for the City's LSLR website (hosted on Wix), including regular updates in both English and Spanish. The City will grant user access.
- g. Create and maintain tools to track engagement metrics (e.g., website traffic, open rates, attendance, participation rates) across communication channels to evaluate and refine outreach effectiveness.
- h. Create and maintain a call center to answer questions about the LSLR program and provide general information about upcoming projects. Also support specific LSLR projects to solicit participation from community members.
- i. Provide all outreach materials with appropriate content and in languages meeting the requirements of the Illinois Act.

2.1.2. Ward-Specific

The Consultant shall implement ward-specific strategies tailored to LSLR projects, including Annual Water Main Replacement Projects, Annual LSLR Projects, and other prioritized replacements. Outreach shall span pre-construction, construction, and post-construction phases. Early efforts will focus on the Fifth Ward, with approaches refined as the work expands into other wards.

- a. Ward Outreach – Develop a dedicated strategy that reflects each ward's cultural context, history of disinvestment, and the importance of rebuilding trust in public infrastructure programs.
- b. Message Development – Conduct focus groups to assess community concerns and information gaps. Develop clear, culturally relevant, and actionable messaging in collaboration with City officials to ensure alignment with campaign priorities.
- c. Community Partnerships – Work with trusted community-based organizations (CBOs), faith-based groups, nonprofits, and block leaders to co-develop outreach plans and messaging.
- d. Community Meetings – Organize and facilitate up to six (6) public meetings. Partner with local nonprofits and churches to maximize attendance. Provide translation and accessibility services.
- e. Postcard Campaigns – Design and distribute educational postcards (in multiple waves) to all impacted households. Include contact information and QR codes linking to City resources.
- f. Door-to-Door Engagement – Deploy trained outreach workers to conduct face-to-face engagement. Provide informational materials, gather feedback, and

track activities using digital data collection tools.

- g. Grassroots Engagement – Prioritize in-person, relationship-based outreach (e.g., attending community events, town halls, and tabling activities) over digital-only approaches.
- h. Cultural Sensitivity – Tailor messaging and delivery to community values, preferred communication styles, and language/literacy levels.
- i. Ward-Specific Concerns – Use historical knowledge of the community to proactively address issues related to property access, health impacts of lead, and government transparency.

2.1.3. Project-Specific

Outreach for each individual project (i.e., Annual LSLR Project or Annual Water Main Project) will require specific outreach activities. See the scope of work associated with each Project for details.

2.2. Program Planning and Funding

The Consultant shall provide strategic planning and funding support to strengthen and sustain the City’s LSLR Program. This shall include preparing a five-year Master Plan, updating prioritization methods, coordinating with City staff on project selection, and ensuring alignment with IEPA requirements. The Consultant shall also support the pursuit and management of funding sources, while keeping program plans updated, data-driven, and compliant with evolving state and federal regulations.

2.2.1. Five-Year Program Master Planning

The Consultant shall assist the City in developing and maintaining a comprehensive five-year Master Plan for the LSLR Program. This work shall include documenting criteria for project selection, updating prioritization methods, and ensuring program plans remain aligned with regulatory requirements and funding opportunities.

- a. Provide planning-level support to develop a comprehensive five-year LSLR Master Plan, updated twice per year.
- b. Collaborate with City staff across departments to establish and document criteria, assumptions, and methodologies for prioritizing and selecting project blocks for the Annual LSLR Projects for each program year.
- c. Update the prioritization scheme included in the City’s LSLR Program Plan, considering factors such as funding availability, inventory data, socioeconomic and environmental justice considerations, water main replacement

coordination, and regulatory requirements.

- d. Provide ongoing support to ensure that the City's planning documents remain in compliance with IEPA expectations and program requirements. Provide materials required to support the annual plan updates and periodic reporting.

2.2.2. Funding Strategy and Support

The Consultant shall provide comprehensive support to identify, secure, and manage funding for the City's LSLR Program. This shall include pursuing federal, state, and local sources, preparing and submitting applications, and ensuring the City maximizes available resources such as IEPA SRF loans with Principal Forgiveness.

- a. Identify local, state, and federal funding opportunities to support the LSLR Program, including IEPA State Revolving Fund (SRF) loans with Principal Forgiveness, Bipartisan Infrastructure Law (BIL) funding, and other grant or loan sources. If other reasonable funding opportunities are identified and worth pursuing, additional budget may be negotiated with the Consultant through a change order to pursue these opportunities.
- b. Manage IEPA SRF funding through the agency's Public Water Supply Loan Program (PWSLP) for LSLR, including leading efforts to submit all required planning materials, applications, and documentation to maximize the use of state funding and principal forgiveness for the City's Annual LSLR Projects. The Consultant shall update the Project Plan and loan application as necessary, support public notices and categorical exclusion determinations, and complete all annual forms, applications, checklists, design submittals, bid submittals, construction documents, disbursement requests, and project closeout documentation. The Consultant shall identify all information needed from the City for loan applications and related documentation, including financial information.
- c. Secure IEPA SRF funding through the PWSLP for up to 1.7 miles of water main replacement as part of the Annual LSLR Projects beginning as early as 2027. This shall include leading efforts to submit all required planning materials, applications, and documentation to maximize available funding. The Consultant shall develop the Project Plan and loan application, support public notices and categorical exclusions, and complete and submit all required forms, design submittals, bid submittals, construction documents, disbursement requests, and project closeout documentation. The Consultant shall identify all information needed from the City for loan applications and related documentation, including financial information.

2.2.3. Data Management and Reporting

The Consultant shall maintain and enhance the City's GIS-based LSLR data management system to improve tracking, reporting, and communication of LSLR

activities. This shall include ensuring data accuracy, supporting compliance reporting, and assisting with annual IEPA submissions and program updates.

- a. Provide support to maintain and expand the City's existing GIS-based data management system.
- b. Refine and enhance the system to align with evolving program needs, including improved tracking of lead service line inventory, project planning, construction progress, and compliance reporting.
- c. Coordinate with City staff to ensure data integrity, consistency, and usability for both internal reporting and public communication.
- d. Support annual reporting requirements under the Lead Service Line Replacement and Notification Act, including preparation of progress metrics. Update the City's LSLR Plan for submission to the IEPA annually by April 15. Assist with data updates, project scopes, cost estimates, prioritization rationale, and other required documentation.

2.3. Annual LSLR Project

2.3.1. Outreach

The Consultant shall execute the strategies developed in previous tasks and lead outreach efforts tailored to specific LSLR construction projects. This shall include outreach for all phases: pre-construction, construction, and post-construction.

2.3.1.1. Pre-Construction Phase

- a. Collaborate with City staff to develop project-specific pre-construction outreach strategies, including timelines, messaging, and materials.
- b. Prepare and distribute culturally competent outreach materials that meet regulatory and community standards, including notifications, fact sheets, and educational pieces on lead and health impacts.
- c. Conduct targeted outreach to residents, businesses, and institutions (e.g., schools, daycares, clinics) within impacted construction areas.
- d. Organize and publicize neighborhood meetings and information sessions to inform and engage residents prior to construction.
- e. Build relationships with local CBOs, religious institutions, and neighborhood leaders to promote trust and participation.
- f. Utilize the call center to supplement outreach efforts.

2.3.1.2. Construction and Post Construction Phases

- a. Obtain signed Right-of-Entry (ROE) forms from impacted property owners. Target 75% of ROEs to be secured prior to the Contractor's Notice to Proceed (NTP).
- b. Conduct in-home inspections and act as liaison between residents and the Contractor to ensure access, clarity, and trust.
- c. Coordinate with City inspectors to confirm home access and code compliance during construction.
- d. Serve as the community's main point of contact for addressing concerns, answering questions, and resolving complaints throughout construction.
- e. Deliver post-replacement information packets, including flushing instructions, water quality sampling information, water safety guidance, and follow-up information to each property.
- f. Maintain detailed records of all outreach interactions, including method, date/time, and outcome. Records shall be submitted weekly or upon request using the City's GIS data management platform.
- g.
- h. Support the distribution of timely construction and service interruption notifications, including advance notice of scheduled work and potential disruptions.
- i. Utilize the call center to supplement outreach efforts.

2.3.2. Field Investigations

2.3.2.1. Topographic Survey Data

The Consultant shall perform field investigations related to topographic data collection for the design of water main improvements for Annual LSLR Projects. Tasks shall include:

- a. Perform a detailed SUE Quality Level C survey needed for the water main.
- b. Contact utility companies with facilities that may be impacted by the proposed construction and obtain available information on the location and nature of utilities in the public right-of-way. The City shall provide available data for City-owned utilities in the area.
- c. Perform all topographic work in Illinois State Plane Coordinates, East Zone, North American Datum of 1983 (1986 adjustment), and referenced

to the City of Evanston survey monument elevation datum. Horizontal locations shall be by station and offset from the centerline of the street, measured to the nearest 0.1 foot. Vertical elevations shall be measured to the nearest 0.01 foot.

- d. Accurately locate streets and alleys, labeling type and width of each block, curbs (with top-of-curb and flow-line elevations), parkways on both sides, driveways (type and geometry), courtesy/approach walks (type and geometry), and fences or other private elements located within the public ROW.
- e. Measure and record existing surface spot elevations (cross sections) at 25-foot intervals, high points, low points, apparent grade breaks, and/or changes in surface type within the ROW and a minimum of 10 feet beyond.
- f. Accurately locate all visible features within the ROW on the streets where the work shall be completed. The survey shall include tree locations and diameters, sidewalk/driveway locations, and the locations of all visible utility structures. Utility structures include sewer manholes, water valve vaults, telephone and electric vaults, traffic signals, light poles, fire hydrants, and other facilities. Record rim/ground elevation, station, and offset for these features.
- g. Open sewer manhole structures and record data on the manhole material, pipe sizes, pipe directions, and invert elevations of all pipes. Open valve vault structures and record data on the vault material, pipe diameter, and depth from rim to top of the water main.
- h. Reconcile surveyed data with City and private utility records.
- i. Deliver to the City an electronic copy of the survey data in AutoCAD and ESRI shapefile formats, along with all point files.
- j. Develop plan and profile base sheet drawings suitable for the design of water main replacements using the City's CAD template in AutoCAD 2018, on a City-provided border at 1:20 scale, including:
 - 1. Features on separate layers as directed by the City
 - 2. ROW lines per boundary survey
 - 3. Centerline of ROW and lines for streets, alleys, sidewalks, and driveways
 - 4. Curb lines (face, back, and pavement edge if needed) with elevations

5. Fences, gate openings, planters, and existing garage finished floor elevations
6. Parkway lines with tree and planter locations
7. Utility surface feature symbols
8. Interior manhole/pipe information
9. Elevations and locations of all water and sewer structures in the street
10. Existing surface spot elevations and key elevation points
11. Control points with horizontal and vertical information
12. Profile view of the street/alley surface at 1" = 2' vertical scale
13. Profile including pipe and structures for combined sewer, relief sewer, and water main
14. ROW alignments, centerline monuments, associated ties, and benchmarks accurately displayed

2.3.2.2. Geotechnical Subsurface Investigation

The Consultant shall perform a geotechnical subsurface investigation program with borings at the proposed water main and LSLR locations. Tasks shall include:

- a. Provide adequate soil borings covering the full installation area (minimum one per block unless otherwise directed).
- b. Analyze soil samples for gradation, classification, moisture content, Atterberg Limits, penetration resistance, and unconfined compressive strength.
- c. Analyze for corrosivity, including resistivity, sulfate, chloride, pH, and CCDD Certification.
- d. Measure water levels during drilling and after completion.
- e. For pavement borings, core pavement to determine materials and thickness for restoration.
- f. Perform soil testing and analysis to establish soil characteristics for excavated material disposal. If soils are determined to be acceptable for disposal as CCDD, complete IEPA Form LPC-663. This form shall be signed and sealed by a professional engineer or professional geologist

licensed in the State of Illinois. If the material is found to be unsuitable for disposal at a CCDD facility, provide appropriate soil analysis for incorporation in the bid documents.

- g. Backfill all borings.
- h. Document all work and findings in a final Geotechnical Investigation and Environmental Report to be included in contract documents for bidders.

2.3.3. Design

All work under this Task is associated with the design and construction of 1.7 miles of water main and associated lead service line replacements, along with block-by-block standalone LSLR (Full LSLR, Public Side LSLR, and Private Side LSLR) as a single bid package. The Consultant shall clearly outline the information and level of detail to be included in the design drawings and specifications in this proposal, and shall describe any limitations or exclusions assumed in the development of this scope of work.

2.3.3.1. Design of Water Main

- a. Preliminary Design
 - 1. Prior to field investigations, the Consultant shall lead a project kickoff meeting with City staff at the Evanston Water Plant to review project contacts, scope of work, schedule, available data, proposed water main alignment, and the City's history with similar work. The design effort shall follow the City's current standards and approach used for the Annual Water Main Replacement Project.
 - 2. Develop 50% design drawings incorporating findings from field investigations along with LSLR components.
 - 3. Follow City standards and incorporate City details for water main design and construction. Prepare plan and profile drawings on surveyed base sheets.
 - 4. Prepare construction drawings consisting of a cover sheet, index sheet, general notes, plans, and detail sheets for all work related to the water main.
 - 5. Address all utility conflicts and sewer separation issues.
 - 6. Incorporate flushing and disinfection requirements, as well as connections to existing mains.

7. Address vehicular, pedestrian, and bicycle traffic accommodations and detours.
8. Replace all exposed City-owned water and sewer utilities within open-cut trenches.
9. Restore unpaved areas to pre-construction conditions.
10. Prepare roadway and site restoration plans, including ADA-compliant curb ramps.
11. Incorporate curb-to-curb milling and resurfacing for full water main replacements.
12. Include sidewalk improvements as needed for ADA/PROWAG compliance and propose new sidewalks where feasible.
13. Identify and address walkway trip hazards and design sidewalk gap infill where needed.
14. Incorporate City-standard bus pads at identified locations.
15. Coordinate with City staff regarding parking, bike lanes, and pavement markings.
16. Coordinate with City staff to identify and address conflicts with other City projects.
17. Prepare contract documents using IDOT Standard Specifications for Road and Bridge Construction (latest edition), supplemented with City and IEPA SRF requirements. Front-end documents shall follow City standards.
18. Submit three hard-copy sets of preliminary design drawings and contract documents, with electronic versions in PDF and Word, for City review.
19. Lead a workshop with City staff to conduct a detailed review of the 50% design.

b. Final Design

1. Revise plans and contract documents to incorporate City comments and develop a 90% plan set.
2. Submit three hard-copy sets and electronic versions (PDF, Word) of the 90% drawings for City review.

3. Meet with City staff to review comments.
4. Revise 90% documents to produce a 100% plan set.
5. Prepare applications for all required permits, including IEPA, MWRDGC, IDOT, and NPDES permits, and secure approvals.
6. Submit three hard-copy sets and electronic versions (PDF, Word) of the 100% drawings for City review.
7. Prepare an AACE Class 2 cost estimate based on the 100% plan set.
8. Meet with City staff to review comments.
9. Prepare the final bid set incorporating City feedback.
10. Submit three hard-copy sets and complete electronic versions (PDF, Word, AutoCAD, ESRI GIS). GIS data shall be separated by asset type into shapefiles/feature classes.
11. Revise and finalize the cost estimate and submit in PDF and Excel formats.

2.3.3.2. Design of LSLR

a. Preliminary Design

1. Utilize available records and surveyor data to verify water service locations, identify site obstructions including underground utilities and trees, and document service replacement lengths.
2. Develop 50% design documents, including location maps and LSLR construction details.
3. Provide for exterior hardscape and landscape restoration on private and public property, as required.
4. Provide for interior restoration limited to concrete floors and foundation walls for service line penetration. Homeowners shall be responsible for all other interior restoration.
5. Include the replacement of water meters.
6. Prepare contract documents using the IDOT Standard Specifications (latest edition), supplemented with City requirements and IEPA SRF provisions.

7. Meet with City staff to review 50% submittal and address comments.

b. Final Design

1. Revise documents to produce a 90% submittal.
2. Meet with City staff to review 90% submittal and receive comments.
3. Revise 90% documents to produce the 100% final design, coordinated for integration into the water main design.
4. Prepare an AACE Class 2 cost estimate. Submit the final cost estimate in both PDF and Excel formats.
5. Meet with City staff to review the revised cost estimate and design.
6. Prepare the final bid set, incorporating all feedback.

2.3.4. Bidding Support

The City shall manage the bidding process. The Consultant shall:

- a. Submit a list of qualified contractors.
- b. Attend the pre-bid meeting, present project scope, and answer technical questions.
- c. Review bidder questions and prepare addenda as needed.
- d. Review bids and prepare a Recommendation to Award.
- e. Assist the City in preparing construction contracts.

2.3.5. Construction Administration

The Consultant shall provide Construction Administration services for water main installation and for lead service line replacements. Duties shall include:

- a. Develop a conformed set of construction documents (five hard copies, plus electronic versions in CADD, ESRI, Word, Excel, PDF).

- a. Lead the pre-construction meeting and distribute minutes.
- b. Consult on subcontractor acceptability.
- c. Manage/review/approve contractor submittals.
- d. Review RFIs, field changes, and change orders.
- e. Lead weekly progress meetings and distribute minutes.
- f. Review and approve pay applications and schedules.
- g. Prepare punch lists and monitor completion.
- h. Prepare Drawings of Record within 30 days after final completion of all water main installation and sewer extensions. If the water main installation is not fully complete within the calendar year, record drawings for all water main completed that year shall be provided by November 30th of the same year.
- i. Drawings of Record must show final locations of water and sewer mains and appurtenances. Drawings must reflect those changes made during the construction process. Drawings shall be based on a re-survey of the final work, sketches, marked-up prints, drawings and other data furnished by the Contractor to the Engineer and which the Engineer considers significant. Reconstructed or rehabilitated sewer structures shall also be noted. Submit the following:
 - 1. A complete set of Drawings of Record to the City electronically as a single PDF. The PDF shall be generated from updated georeferenced CADD files showing the final as-built conditions.
 - 2. CADD files used to prepare the PDFs. CADD files shall be georeferenced and include all survey data collected. Features shall be broken up into corresponding layers.

2.3.6. Construction Inspection

The consultant shall define in the response to this RFP response the anticipated level of effort proposed for Construction Inspection. The Consultant shall:

- a. Provide full-time field observation services.
- b. Identify locations requiring exploratory potholing to confirm service line material.

- c. Manage right-of-entry/consent forms from property owners and document refusals or necessary waiver forms.
- d. Serve as the primary point of contact for property owners and community members.
- e. Coordinate with City Plumbing Inspectors.
- f. Advise the City on noncompliance and assist in enforcement.
- g. Prepare supplemental sketches as required.
- h. Record sewer service locations and final service line locations using the City's forms.
- i. Perform topographic work in Illinois State Plane Coordinates.
- j. Submit weekly progress reports and daily logs.
- k. Lead weekly progress meetings.
- l. Document and record all LSLRs utilizing the City's GIS-based LSLR data management system.
- m. Prepare and furnish to the City sketches of the water main detailing locations of all fittings, valves (distinguishing between main line valves, auxiliary valves, tapping valves), temporary flushing hydrants, and permanent fire hydrants with auxiliary valves. The sketches shall also note street names, valve structure types (valve vault or valve box), distances between items, and sizes. The sketch shall be completed on City-provided template. Submit sketches to the City when scheduling a pressure test for each segment of the water main project being tested. A pressure test will not be performed without the completed sketch.
- n. Make record of all information for new main line valves, fire hydrants, and water service valves and service lines using the City's electronic database following conventions as directed by the City. The information collected for the database is in addition to the typical as-built data and includes reference measurements for water main appurtenance locations, materials, service line information, and other pertinent data. Location information may be supplemented with GPS data. Submit to the City within 30 days of completion of each section of water main tested.

- o. Prepare and furnish to the City sketches of new main line sewers detailing locations of associated structures, including street names, structure types, distance between items, and sizes. Submit to the City within 30 days of completion of sewer main installation.
- p. Ensure that the Contractor provides adequate marked-up prints, drawings and other data throughout construction for the Engineer's development of complete Drawings of Record.
- q. Prepare punch lists and conduct final inspections.
- r. Document closeout of all private property work.
- s. CMT services shall be provided by a separate City Consultant; the Resident Engineer shall coordinate scheduling with the Contractor.

2.4. Annual Water Main Project

All work under this Task shall be associated with the design and construction of 1.5 miles of water main each year under the City's Annual Water Main Replacement Project. City staff shall lead the overall project and provide design of the water main and public side services during construction for all work within the public right-of-way. The Consultant shall work closely with City staff to provide all outreach, design, and services during construction for the private side lead service line replacements (LSLRs) associated with this Annual Water Main Project.

2.4.1. Outreach

The Consultant shall perform the outreach tasks described in Section 2.3.1 (Outreach).

2.4.2. Field Investigations

All field investigation activities for this project, such as topographic survey data collection and geotechnical subsurface investigations, shall be performed by the City.

2.4.3. Design

2.4.3.1. Design of Water Main

All work associated with the design of the 1.5 miles of water main shall be completed by City staff.

2.4.3.2. Design of LSLR

The Consultant shall perform the design tasks described in Section 2.3.3.2 (Design of LSLR).

2.4.4. Bidding Support

All Bidding Support shall be performed by the City.

2.4.5. Construction Administration

City staff shall manage the Water Main Projects and all aspects related to water main installation. All tasks by the Consultant under Construction Administration shall be in relation to the installation of private-side LSLR only. A seven (7) month construction duration shall be assumed for the response to this RFP, with contractors mobilized for six (6) months. The final scope and budget for Construction Administration and Construction Inspection shall be negotiated and authorized upon completion of the design.

The Consultant's Construction Administration tasks shall include:

- a. Supporting the pre-construction meeting with the City and Contractor.
- b. Consulting with the City regarding the acceptability of subcontractors and other entities proposed by the Contractor.
- c. Reviewing and approving submittals from the Contractor related to private-side LSLR.
- d. Reviewing and responding to requests for information, reviewing proposed field changes, and preparing recommendations for change orders related to private-side LSLR.
- e. Attending weekly progress meetings during construction to discuss project status.
- f. Reviewing and approving contractor quantities on applications for payment and updated construction schedules related to private-side LSLR.
- g. In cooperation with the Contractor and the City, preparing the punch list and monitoring completion of private side LSLR.
- h. Managing the scope, schedule, and budget of the work associated with Tasks 2.4.3.2, and performing related administrative tasks for successful project completion.

2.4.6. Construction Inspection

City staff shall serve as the primary Resident Engineer for the Annual Water Main Project managing all work within the public right-of-way. The Consultant shall perform the tasks described in Section 2.3.6 (Construction Inspection) for all construction work related to private side LSLR, which include providing private side LSLR inspection, serving as the primary point of contact for property owners and residents, documenting construction activities, and verifying compliance with design and funding requirements, and document all LSLR's utilizing the City's GIS-based LSLR data management system.

A seven (7) month construction duration shall be assumed for the response to this RFP, with contractors mobilized for six (6) months.

2.5. Project Management

The Consultant shall manage the scope, schedule, and budget of the work, and perform all administrative tasks required for successful completion of the work. Prepare and submit monthly invoices with progress reports. The Consultant shall provide quality assurance and quality control of the work produced by all staff and subcontractors, and shall maintain regular communication with City staff through periodic progress updates and meetings.

3. 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. 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 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

- Provide a brief history of the firm, and the firm's qualifications for completing the scope of work.
- All respondents shall describe other contracts (at least 3, but no more than 5) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past seven years.
- Experience should include all phases of planning, design and construction of private side service line lateral replacements and lead service line replacement program development. When possible, relevant lessons learned should be highlighted.
- List the projects described above in the Firm Experience Summary Table included as Exhibit K to this RFP. For each project, indicate commencement and completion dates, and engineering fees. Where applicable, indicate if staff on the proposed Project Team has worked on these projects and their role.
- Provide a list of municipal clients in Illinois, not to exceed 25.

C. Qualifications and Experience of Team

- Clearly identify the professional staff who would be assigned as the Project Manager, Technical Lead, Resident Engineer, and other key personnel for this work. Include a Team Organization Chart that shows the role of each team member and the firm of each team member if sub-consultants are used. Summarize the abilities, qualifications, and experience of these individuals, and provide resumes.
- Complete the Project Team Experience Summary Table (Exhibit L). Projects listed must have been performed within the past seven (7) years and include client references.
- Clearly identify the professional staff person(s) who would be assigned as Area/Regional Manager(s) and provide resumes. Describe the abilities, qualifications, and relevant experience of these individuals.

D. Project Approach

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

- Approach to completing the task, issues to be considered, and any limitations or qualifications to the scope of services.
- Information needed from the City.
- Key team members responsible for completing the task. If more than one, clearly define the responsibilities of each.
- Additional or alternate work items addressing Project Objectives not included within the proposed scope of work.
- Deviations from assumptions provided in the RFP that would better achieve the project objectives.
- Where possible, highlight approaches that have been successfully used in previous projects.

E. Fees

Provide a total not-to-exceed cost by completing the Cost Summary Table included as Table A of this RFP and breaking down costs by major tasks developed in the project approach. Additionally, complete the Fee Breakdown Table (Table B) to indicate the estimated hours budgeted for each key team member and staff classification for non-key members, their hourly billing rate, and salary cost multiplier. Break down all hours and costs for key team member/labor category for each task as shown on the Table. Break out reimbursable direct costs, subcontracted costs, and other fees or overhead costs not included in the salary cost multiplier. Explicitly list costs associated with any scope deviations and additional or alternate work items.

F. Contract

The City has attached its standard contract in Exhibit J (see page 57–Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer’s response.

5. ADDITIONAL SUBMISSION REQUIREMENTS

Not used.

6. M/W/D/EBE GOALS

The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, Disadvantaged and Evanston-based businesses (M/W/D/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/D/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/D/EBEs that will assist in achieving the M/W/D/EBE goal with your submittal as well as the appropriate M/W/D/EBE forms or Request for Waiver. Any questions regarding M/W/D/EBE compliance should be submitted in writing to Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

7. 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. Firm Qualifications and Experience
- B. Project Team Qualifications and Experience
- C. Project Approach
- D. Price
- E. Organization and Completeness of Proposal
- F. Willingness to Execute the City of Evanston's Professional Services Agreement
- G. M/W/D/EBE Participation

8. 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. PROPOSED SCHEDULE

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

- 1. RFP issued August 28, 2025
- 2. Mandatory Pre-Proposal Meeting September 4, 2025
- 3. Last Day to submit questions..... October 2, 2025
- 4. Final Addendum Issued October 3, 2025
- 5. RFP Submission Due Date October 7, 2025
- 6. City Council Award of Contract November 10, 2025
- 7. Contract Effective November 17, 2025

10. QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Cheryl Stuart, Purchasing Specialist at cstuart@cityofevanston.org with a copy to Hibo Mohamed at hmohamed@cityofevanston.org.

11. 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 for a duration of 1,140 days, with the option to extend for up to an additional 730 days. The City reserves the right to terminate the contract for 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.

TABLE A – COST SUMMARY TABLE

TASK DESCRIPTION	ANNUAL COST		
	2026	2027	2028
1.0 Outreach Support			
1.1 Citywide	\$	\$	\$
1.2 Ward Specific	\$	\$	\$
2.0 Program Planning and Funding			
2.1 Five-Year Program Master Planning	\$	\$	\$
2.2 Funding Strategy and Support	\$	\$	\$
2.3 Data Management and Reporting	\$	\$	\$
3.0 Annual LSLR Project			
3.1 Outreach	\$	\$	\$
3.2 Field Investigations	\$	\$	\$
3.3 Design	\$	\$	\$
3.4 Bidding Support	\$	\$	\$
3.5 Construction Administration	\$	\$	\$
3.6 Construction Inspection	\$	\$	\$
4.0 Annual Water Main Project			
4.1 Outreach	\$	\$	\$
4.5 Construction Administration	\$	\$	\$
4.6 Construction Inspection	\$	\$	\$
5.0 Project Management	\$	\$	\$
ANNUAL TOTAL	\$	\$	\$
3-YEAR GRAND TOTAL		\$	

TABLE B – FEE BREAKDOWN TABLE

Provide separate fee breakdown tables for 2026 and 2027 costs only.

Item Description	Budgeted Labor Hours						Total Labor Hours
	Project Manager ¹	Technical Lead ¹	Key Team Member #1 ¹	Key Team Member #2 ¹	Labor Classification 1 ¹	Labor Classification 2 ¹	
Direct Labor Rate							
Salary Cost Multiplier							
Billing Rate							
Tasks [As listed in Cost Summary Table]							Total Labor Cost
1.1 Citywide Outreach Support							\$
1.2 Ward Specific Outreach Support							\$
2.1 Five-Year Program Master Planning							\$
2.2 Funding Stratgy and Support							\$
2.3 Data Management and Reporting							\$
3.1 Annual LSLR - Outreach							\$
3.2 Annual LSLR - Field Investigations							\$
3.3 Annual LSLR - Design							\$
3.2 Annual LSLR – Bidding Support							\$
3.3 Annual LSLR – Construction Admin							\$
<i>etc.</i>							\$
Total Labor							\$

Other Costs	
Direct Reimbursable Expenses ²	\$
Subcontractor 1 - Task A ³	\$
Subcontractor 1 - Task B ³	\$
Subcontractor 2 - Task ³	\$
Fees and Overhead Costs ⁴	\$
TOTAL 2026 NOT-TO-EXCEED COST	\$

1. Indicate actual Key Team Member names, and summarize other labor by classification. Add columns as needed.
2. List direct reimbursable expenses. Add rows as needed.
3. List the budgeted cost for each subcontracted task on separate lines, indicating the subcontractor assigned to that task. Add rows as needed. If significant labor hours are provided by the subcontractor, indicate the hours per task.
4. List overhead costs and fees separately if they are not included in the salary cost multiplier. Add rows as needed.

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/D/EBE POLICY

A City of Evanston goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, Disadvantaged and Evanston Business Enterprises. The goal of the Minority, Women, Disadvantaged and Evanston Business Enterprise Program (M/W/D/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/D/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 a bidder is unable to meet the required M/W/D/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/D/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/D/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/D/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/D/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/D/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/D/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/> ([MWDEBE Monthly Utilization Report](#)).

EXHIBIT G

M/W/D/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.

_____ Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, 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/D/EBE \$ _____

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

Information on the M/W/D/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/D/EBE and check the appropriate box below. This M/W/D/EBE will be applying with documentation from:

- | | |
|--|--|
| <input type="checkbox"/> Cook County | <input type="checkbox"/> State of Illinois Certification |
| <input type="checkbox"/> Federal Certification | <input type="checkbox"/> Women's Business Enterprise National Council |
| <input type="checkbox"/> City of Chicago | <input type="checkbox"/> Chicago Minority Supplier Development Council |

2. Attach business license if applying as an EBE

EXHIBIT G

M/W/D/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/DBE/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/DBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE/ DBE/EBE)	SERVICES PERFORMED	AMOUNT OF SUB- CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$	

Exhibit H

M/W/D/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/D/EBE participation goal for the following reason(s):

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

_____ 1. No M/W/D/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/D/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 attach a written explanation of why sub-contracting is not feasible. Please provide details supporting your request.

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

Please attach a written explanation of why M/W/D/EBE participation is impracticable. Please provide details supporting your request.

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

Signature: _____
(Signature)

Date: _____

EXHIBIT I

M/W/D/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/D/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

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 J

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:

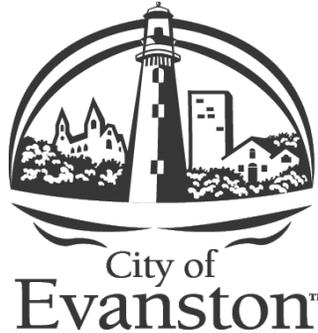
By _____

Its: _____

FEIN Number: _____

Date: _____

Exhibit J



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

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

[Insert name of the project]

("the Project")

RFP Number: **XX-XX**

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 909 Davis Street, 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, 909 Davis Street, 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
909 Davis Street
EVANSTON, IL 60201**

By: _____

By: _____

Its: _____

Luke Stowe
Its: City Manager

FEIN Number: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Alexandra B. Ruggie
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, 909 Davis Street, Evanston, Illinois, 60201(“City”) and _____ (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: _____

II. COMPLETION DATE: _____

III. FEES:

IV. SERVICES/SCOPE OF WORK:

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

Dated: _____

Exhibit K

FIRM EXPERIENCE TABLE

Firm Experience Within Past 7 Years

Project Name ¹	Client and Location	Commencement Date and Completion Date	Engineering Fees	LSLR Program Management (Y/N)	LSLR Outreach (Y/N)	LSLR Design (Y/N)	Water Main Design (Y/N)	LSLR / WM Construction Services (Y/N)	Members from Proposed Project Team and Role
Project Name	Client City, State	Date / Date	\$XXX						Team Member 1 – Role Team Member 2 – Role

Note: Proposer may re-create this table to better accommodate their information so long as all column headings are included.

Exhibit L

PROJECT TEAM EXPERIENCE TABLE

Project Team Experience Within Past 7 Years

Project Name and Year¹	Client and Location¹	LSLR Program Management (Y/N)	LSLR Outreach (Y/N)	LSLR Design (Y/N)	Water Main Design (Y/N)	LSLR / WM Construction Services (Y/N)	Project Manager²	Technical Lead²	Key Team Member #1²	Key Team Member #2²	Client Reference Contact Information³

¹ Include, at a minimum, the most recent similar projects for each key team member.

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

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

⁴ Proposer may re-create this table to better accommodate their information so long as all column headings are included.

Registering for DemandStar



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

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

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

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

1 REGISTER

Go to:

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

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2 CHOOSE YOUR FREE AGENCY

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

3 CHECK OUT

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

← Choose Your Free Agency

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

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State	County
Select State ▼	Select County ▼

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

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

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

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

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com





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

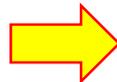
* indicates required fields

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) ✓