

CITY OF EVANSTON
REQUEST FOR QUALIFICATIONS

NUMBER: 25-47

For

Cured-In-Place Pipe Sewer Rehabilitation Qualifications

August 7, 2025

SUBMISSION DEADLINE: : 2:00 P.M., September 02, 2025

ELECTRONIC BID SUBMITTAL:

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

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

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ADDITIONAL DOCUMENTS

Sample Technical Specifications for CIPP Sewer Rehabilitation Projects.....	9 pages
DemandStar- E-bidding Instructions.....	13 pages

CITY OF EVANSTON

NOTICE TO RESPONDENTS

The City's Purchasing Office will receive responses until 2:00 P.M. local time on **September 2, 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. Responses shall cover the following:

Cured-In-Place Pipe Rehabilitation Qualifications **RFQ Number: 25-47**

The City of Evanston's Public Works Department is requesting information and a Statement of Qualifications from experienced firms to:

Perform Cured-In-Place Pipe (CIPP) rehabilitation of the City's combined sewer system. The Public Works Agency allocates approximately \$800,000 annually for this type of rehabilitation work in sewer mains ranging in size from 8-inch diameter to 36-inch diameter. **All potential Contractors must submit a qualification package whether or not they have previously been determined to be pre-qualified by the City of Evanston.** Contractors deemed pre-qualified as part of this current process will be permitted to submit bids for this type of work in Evanston for at least the next three-year period (2026, 2027, & 2028) and up to the next five-year period (2029 & 2030). Only pre-qualified Contractors will be allowed to bid on these types of projects during this time period. Qualifications will be opened in private.

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

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

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

Cheryl Stuart
Purchasing Specialist

CITY OF EVANSTON
Request for Qualifications

1.0 INTRODUCTION

The City is seeking qualifications from Contractors interested in performing Cured-In-Place Pipe (CIPP) rehabilitation on the City's sewer system.

The City wishes to pre-qualify Contractors to perform CIPP rehabilitation of the City's sewer main in pipe sizes ranging from 8-inch diameter to 36-inch diameter. The Sewer Division allocates approximately \$800,000 annually for this type of work. Specific locations of the sewer mains to be rehabilitated are generated annually based on need, available funding and in consideration of other proposed public works projects. **Contractors deemed pre-qualified as part of this current process will be permitted to submit bids for this type of work in Evanston for the next three-year period (2026, 2027, & 2028) with the option for the City to extend this pre-qualification an additional two years (2029 & 2030).** Only pre-qualified Contractors will be allowed to bid on these types of projects during this time period when the work is financed by City funds.

The typical contract terms issued under this pre-qualification will be for up to 1-year periods. These contracts will be between January 2026 through December 2028 with the option for the City to extend the pre-qualification to December 2030.

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

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

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

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

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

2.0 SCOPE OF SERVICES

The City of Evanston sample technical specifications for CIPP sewer rehabilitation are provided in Attachment A of this document.

Bids for CIPP lining contracts are generally only sent to pre-qualified Contractors. However, when projects are funded by non-City of Evanston funds, contracts may be advertised for public bidding.

3.0 INSURANCE

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

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

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

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

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

4.0 SUBMITTAL REQUIREMENTS

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

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

A. Cover Letter

The cover letter will include the following:

- introduction of firm signed by an authorized Principal of the firm
- name of firm
- address of firm
- phone number of the firm submitting the response

- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's response

B. Contractor Information

Profile and history of the Contractor. The Contractor is defined as the applicant name on the Disclosure of Ownership Interests form.

C. CIPP Felt Tube

A statement clearly identifying the manufacturer(s) of the CIPP felt tube to be used. Provide a statement certifying that 1) the manufacturer has been providing the felt tube for use in CIPP lining for more than 5 years; and 2) that the manufactured tubes meet the material requirements of ASTM F1216. Provide technical information regarding the tubes.

D. Resins

A statement clearly identifying each of the manufacturer(s) of each of the resin(s) to be used. If styrene-based and styrene-free resins are to be pre-qualified, statements and testing results must be shown for each. Provide a statement(s) certifying that 1) the manufacturer has been providing resin for use in CIPP lining for more than 5 years; 2) that the manufactured resin will provide a minimum long-term modulus of elasticity of 200,000 psi based on a minimum short-term modulus of elasticity of 400,000 psi and a creep factor of 0.50; and 3) whether the resin is styrene-free or not. Provide third party testing results from a 10,000 hour study performed in a round pipe substantiating this data.

E. CIPP Installation History

A statement indicating that a minimum of 250,000 LF of the product has been successfully installed in a wastewater collection system in the United States.

F. Contractor's Endorsement for Installation

A copy of the license or certificate verifying the manufacturer's or licensor's approval of the Contractor to install the product and that the Contractor has been trained to install the product.

G. Installation Procedures

An itemized list detailing the installation procedures of the CIPP and method of lateral reinstatement.

H. Future Tapping Procedures

Detailed procedures as to how future tapping of service connections can be made into the product. These procedures should not require specialized training or equipment.

I. Contractor Installation History

A customer list and associated footage of CIPP installed since January 1, 2020 by the Contractor that indicates the Contractor has installed a minimum of 50,000 LF of the product during this time period using either hot-water or steam curing for the liner. If both curing methods are to be pre-qualified, a minimum of 50,000 LF must be shown for each. If large-diameter (i.e 36") installation is to

be pre-qualified, at least 10,000 LF of the total length must be shown for large-diameter installation for the curing method.

J. Contract

The City has attached its standard Contractor Services Agreement in Exhibit J. Sign and return Exhibit J – Contractor Services Agreement Acknowledgement to indicate if there are any exceptions to the agreement that would prevent your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Response.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

Not used.

6.0 M/W/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.

7.0 EVALUATION CRITERIA

All Contractors that properly and accurately submit the required documents listed in the qualification package meeting the minimum requirements indicated and are found acceptable to the City will be considered pre-qualified to perform CIPP sewer rehabilitation for the City of Evanston for the next three years with the option to extend for an additional two years; 2026 through and including 2028, with the option to extend from 2029 through and including 2030.

Pre-qualification for CIPP lining shall be awarded individually based on the installation procedure (hot water or steam), diameter of liner installed (less than 36" diameter or 36" diameter), and the use of styrene in the resin (styrene-based resin or styrene-free resin).

8.0 SELECTION PROCESS

The City will pre-qualify a firm on the basis of the responsiveness to the RFQ requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The City reserves the right to reject any or all responses, and to request written clarification of response and supporting materials from the Respondent.

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

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

Discussions and/or interviews may be conducted with responsible firms that have submitted responses in order to clarify certain elements. All responses shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from responses submitted by competing firms. The selection shall be done by the City’s review committee and will be recommended to the City Council for final approval.

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

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

9.0 PROPOSED SCHEDULE

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

- 1. RFQ issued.....August 7, 2025
- 2. Last Day to submit questions..... August 22, 2025
- 3. Final Addendum Issued.....August 26, 2025
- 4. RFQ Submission Due Date.....September 2, 2025
- 5. City Council Pre-Qualification Acceptance.....September 22, 2025
- 6. Pre-Qualification Period Start Date.....January 1, 2026
- 7. Pre-Qualification Period End Date.....December 31, 2028
- 8. Pre-Qualification Period Extended End Date.. December 31, 2030

10.0 QUESTIONS REGARDING RFQ

All questions related to this RFQ should be submitted in writing to Cheryl Stuart, Purchasing Specialist at cstuart@cityofevanston.org with a copy to James Knuth at jknuth@cityofevanston.org.

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or

conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

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

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

B. Withdrawal of Response

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

C. Exceptions to Specifications

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

D. Hold Harmless

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

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

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

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

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

E. Addenda

Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating same in their submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes therein. Failure to acknowledge any addenda may cause the response to be rejected. Addenda information is available over the internet at [City of Evanston Notices & Documents](#) or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term

The contract is for three (3) years with the option to extend an additional two (2) years. When CIPP projects are funded by non-City of Evanston funds, contracts within the pre-qualification period may be opened up for public bidding. The City may terminate the pre-qualifications for either cause or convenience.

G. Non-Appropriation of Funds

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

H. Property of the City

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

I. Payment Terms

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

J. Disclosures and Potential Conflicts of Interest

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

To ensure full and fair consideration of all responses, the City of Evanston requires all Respondents including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Respondent discovers a potential or actual conflict of interest, the Respondent must disclose the conflict of interest in its response, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict

of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Respondent in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the review process.

The City requires all Proposers to submit a certification, enclosed with this RFQ, 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 response submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or response deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a 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 RFQ, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a 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 RFQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M. Litigation

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

"issue" means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the "issue"), which may affect the performance of the services to be rendered herein. For purposes of this Section, an "issue" shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the 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 response intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting firm(s) must be clearly disclosed in the response. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the City of Evanston.

O. Contact with City Personnel

All 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 RFQ.

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other () _____

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

SECTION I - CORPORATION

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

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

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

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

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT B

ADDITIONAL INFORMATION SHEET

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

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

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

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

List exceptions in the area below:

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

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

Exhibit 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; 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:

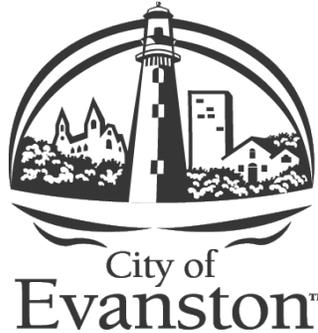
By _____

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")

RFQ 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 **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; 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: _____

Luke Stowe

Its: _____

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 RFQ # _____ (Exhibit B) and Consultants Response to Proposal (Exhibit C)

Dated: _____

Exhibit K

**Request for Qualifications No. 25-47
Qualification Submittal Checklist**

Contractor: _____
Address: _____

Contact Name: _____
Contact Phone Number: _____
Contact Email: _____

FELT TUBE

Manufacturer _____
Manufacturer has 5 years' experience providing tube for CIPP lining (Y/N) _____
Product meets all ASTM requirements for CIPP lining (Y/N) _____

RESIN

Manufacturer _____
Manufacturer has 5 years' experience providing resin for CIPP lining (Y/N) _____

<u>Resin Name*</u>	<u>Styrene-Free Resin? (Y/N)</u>
Resin 1 _____	_____
Resin 2 _____	_____
Resin 3 _____	_____
Resin 4 _____	_____
Resin 5 _____	_____

* For any Resin listed, submit third party testing results from a 10,000 hour study performed in a round pipe. 10,000 hour test results must demonstrate resin will provide a minimum long-term modulus of elasticity of 200,000 psi based on a minimum short-term modulus of elasticity of 400,000 psi and a creep factor of 0.50.

GENERAL INFORMATION

(Yes / No)

A minimum of 250,000 LF of the product has been installed in the U.S. _____
Contractor is licensed / approved and trained by manufacturer to install CIPP _____
Installation details provided for curing method to be qualified (i.e. hot water and/or steam) _____
Detailed procedures for making future taps provided _____
Contractor has installed a minimum of 50,000 LF of the product since 2020 for each curing method to be pre-qualified (i.e. steam or hot water) _____
Customer list and associated footage and diameter of CIPP installed by Contractor since 2020 provided _____

Exhibit K

Request for Qualifications No. 25-47 Qualification Submittal Checklist

Contractor: _____

In order to be pre-qualified, Contractor must demonstrate that they have successfully installed at least a total 50,000 LF of CIPP using the curing method being pre-qualified. To be pre-qualified for 36" diameter CIPP installation, the Contractor must have installed at least 10,000 feet of 36" diameter or larger CIPP using the particular curing method, with the balance for that method being less than 36" diameter. Contractor can be pre-qualified for some or all categories of curing method and CIPP size. List total quantities of footage for each range installed since 2020.

Hot Water Curing

<u>Diameter Range</u>	<u>Footage</u>	<u>Criteria to be Pre-qualified</u>
Footage of Sewer Mains Less Than 36" Rehabilitated using Hot-Water-Cured CIPP.		Minimum 30,000LF
Footage of Sewer Mains 36" or Larger Rehabilitated using Hot-Water-Cured CIPP.		Minimum 10,000LF
Total footage of sewer mains rehabilitated using hot-Water-Cured CIPP.		Minimum 50,000LF

Steam Curing

<u>Diameter Range</u>	<u>Footage</u>	<u>Criteria to be Pre-qualified</u>
Footage of Sewer Mains Less Than 36" Rehabilitated using Steam-Cured CIPP.		Minimum 30,000LF
Footage of Sewer Mains 36" or Larger Rehabilitated using Steam-Cured CIPP.		Minimum 10,000LF
Total footage of sewer mains rehabilitated using Steam-Cured CIPP.		Minimum 50,000LF

I certify that the information above is true and accurate:

Signature _____

Printed Name & Title _____

Date _____

RFQ 25-47

Sample Technical Specifications for CIPP Sewer Rehabilitation Projects

SCOPE OF WORK

The City of Evanston, hereinafter referred to as the "CITY", is accepting bids for the rehabilitation of combined sewer pipelines using a cured-in-place pipe (CIPP) from pre-qualified bidders, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR shall provide employees, equipment and materials necessary to complete this work in accordance with the following terms and conditions and technical specifications.

The pipelines to be rehabilitated are listed on the bid schedule and are shown on the location maps included as Attachment [X]. Video recordings showing the condition of the existing pipelines are available to all pre-qualified CONTRACTORS for the project. The videos and pre-inspection reports can be found on WinCan Web at the following link:
[INSERT LINK]

The reports of the City's pre-inspections corresponding to the above videos are also included as Attachment [X]. The videos and the reports are considered part of the contract documents, and the CONTRACTOR is responsible for knowing the information included in them. Any potential obstructions, including calcium deposits, offsets, spot repairs, or any other condition that would prevent the installation of the liner in compliance with the specifications should be brought to the CITY's attention during the bid period. Once the contract is awarded, changes to the contract will only be accepted if it is a condition that is unknown or substantially changed from the information provided in the bid documents, TV report or on the video. Otherwise, the CONTRACTOR's bid price is assumed to be inclusive of all preparatory work.

TERM AND CONDITIONS

Only bids from pre-qualified manufacturers and installers using pre-qualified products will be opened and read. Bid documents will not be issued to companies that have not been pre-qualified. Bids submitted on products or from manufacturers/installers that have not been pre-qualified will not be opened.

SPECIAL CONDITIONS

A) Within ten days after receiving a fully executed copy of the Purchase Order, the CONTRACTOR must submit to the CITY a proposed schedule of the WORK. The CONTRACTOR must work closely with the CITY in preparing this schedule and completing this work. The CONTRACTOR must notify the CITY of changes to the proposed schedule no less than 48 hours before the work is expected to be performed. The CONTRACTOR and the CITY will visit each job site to discuss and confirm the scope of work required. All work on the project must be completed within the specified timeline. Failure to meet this completion date may result in the CONTRACTOR being considered unqualified to bid future CIPP sewer rehabilitation projects for the CITY.

B) The CONTRACTOR should be aware that no work shall be allowed on the following holidays: New Year's Day, Martin Luther King Day, Passover, Good Friday, Memorial

Day, Juneteenth, July 4th, Labor Day, Rosh Hashanah, Yom Kippur, Election Day, Thanksgiving Day, the day after Thanksgiving, Hanukkah, Christmas Eve, and Christmas.

C) Work shall be completed during the CITY's hours of normal operation, Monday to Friday from 7:00 am to 4:00 pm. Under extenuating circumstances, the CONTRACTOR may request to work outside of these hours for safety reasons in congested areas. For these cases, the contractor must request approval from the CITY **three weeks** before the work is to be performed.

D) The CONTRACTOR shall field verify sewer sizes and lengths prior to fabrication of the tube to ensure that when installed, the CIPP will neatly fit the internal circumference of the existing sewer. The CONTRACTOR shall notify the CITY of any discrepancy in size and length prior to fabrication of the liner.

E) No work shall be allowed during active snow storms with forecasted snowfall estimates of 2 inch and more. In the event of an active snow storm, the CITY may postpone the work for up to two days to allow for snow removal operations in the area of the work.

F) The CONTRACTOR must receive approval from the CITY prior to operating fire hydrants in temperatures below 32 degrees Fahrenheit. If approved, the CONTRACTOR must operate and fully drain the fire hydrants per the CITY's direction.

G) The CITY will distribute a newsletter to the properties affected by the proposed work based on the CONTRACTOR'S proposed schedule. The CONTRACTOR shall notify the City a minimum of 15 days in advance before the start of cleaning and inspection, and a minimum of 15 days in advance before the start of lining. The CONTRACTOR must notify the property owners that will be affected during each CIPP inversion of the specific date and time of their sewer service interruption by hand delivering a notice 24 hours in advance of the actual interruption. The CONTRACTOR must submit their proposed sewer service interruption notice form to the CITY for approval prior to distributing them to the property owners. Notice must include a phone number to reach CONTRACTOR outside of work hours, including on the weekend.

H) The CONTRACTOR shall purchase NO PARKING signs from the CITY (\$0.35 each) necessary to complete the project. The NO PARKING signs must be posted 48 hours in advance of the date when they become effective. The CONTRACTOR must provide specific dates for work on the signs with a duration of no more than three days. The CONTRACTOR shall keep a log of the locations of the posted NO PARKING signs, the date and time they were posted, and who posted them. The Contractor shall submit a copy of the log to the City on a weekly basis. The CONTRACTOR shall take a picture of each site where a sign is posted. The NO PARKING signs must be removed by the CONTRACTOR immediately after the completion of the work.

I) The CITY will provide the CONTRACTOR with a fire hydrant permit and the water necessary to carry out the specified work. The CONTRACTOR must use a City-provided

cart assembly whenever obtaining water from a City hydrant. The cart assembly includes a hydrant meter, an RPZ, isolation valves on either side of the RPZ, a hydrant wrench, and a 5' length of flexible 2" hose for making the connection from the cart to the hydrant. Note that any hoses attached to fire hydrants or the cart assembly may not run across road pavement without proper protection as approved by the CITY, to prevent damage to the water mains. A total of \$3,050 is due at the time of the permit issuance, which includes \$500 refundable damage deposit against all hydrants listed on the permit, \$2,500 refundable damage deposit against each cart assembly on loan, and a \$50 monthly non-refundable rental fee for each cart assembly. Fees for additional rental months can be collected at time of permit issuance, paid when the cart is returned, or credited against deposits to be refunded.

J) The CONTRACTOR is responsible for any backup that occurs as part of this WORK. All restoration work to property damaged by a backup shall be completed at the sole expense of the CONTRACTOR.

K) The inclusion of any or all Alternate Bid Items in the final WORK will be determined by the CITY at the time of award. All Alternate Bid Items must be included by the CONTRACTOR as shown on the Bid Form.

L) [INSERT SITE SPECIFIC OR OTHER SPECIAL CONDITIONS]

M) Time is of the essence for this contract:

- a. All bid items shall be completed within XXX calendar days of the Notice to Proceed.
- b. [INSERT OTHER DEADLINES OR IMPORTANT DATES]

TECHNICAL REQUIREMENTS

It is the intention of this specification to provide for the rehabilitation of combined sewer pipelines by the installation of cured-in-place pipe (CIPP). A CIPP is formed by the insertion of a resin-impregnated flexible felt tube into the existing pipe. The tube should be expanded with water or air in the inversion process to fit against the original conduit, and then heated with water or steam to cure the resin. The finished product is a jointless, structural pipe that is formed to the existing pipe and free of dry spots, lifts, and delaminations. If these conditions are present, remove and replace the CIPP in these sewer segments.

This specification references the American Society for Testing and Materials (ASTM) designation F1216, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube, The National Association of Sewer Service Companies, NASSCO, Recommended Specifications for Sewer Collection System Rehabilitation, and IDOT Standard Specifications. These documents are herein made part of this specification and shall be the latest edition and revision thereof. However, this specification shall govern if there is a conflict between the

references and this specification.

DESIGN CONSIDERATIONS

The CIPP shall be designed using the formulas in ASTM F1216, Appendix X.1 and the following parameters:

1. The existing pipeline shall be considered fully deteriorated.
2. Groundwater is 5 feet below the surface.
3. Minimum Design Safety Factor of 2.0.
4. Soil depth shall be as indicated on Bid Schedule.
5. The pipeline shall be subjected to an earth load (specific weight of soil = 120 lb/cu ft), with applicable live load of H20 Highway.
6. The soil modulus shall be as follows:
 - a. Under streets and railroad tracks: 1000 psi
 - b. Under "natural" surfaces: 700 psi for depths less than 15 feet; 1000 psi for depths of 15 feet or more.
7. Creep Retention Percentage of 50%.
8. Enhancement Factor (if appropriate) of 7.
9. Initial Modulus of Elasticity (ASTM D790) of 250,000 psi minimum.
10. Initial Flexural Strength (ASTM D790) of 4,500 psi.
11. Contractor shall indicate pipe ovality used for calculations on the bid schedule. A minimum 2% pipe ovality should be used.

The CONTRACTOR shall complete design calculations for each location indicating the ovality used and the liner thickness required by the calculations. Note that if the calculations require a liner thicker than the minimum thickness indicated in the bid schedule, the bid price for the thicker liner should be included and the thicker liner installed. However, regardless of calculated design thickness, the minimum nominal thickness of liner provided in the bid schedule must be met.

Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness.

BID INFORMATION

The CONTRACTOR shall complete all blanks on the Bid Schedule. Provide the pipe ovality determined by the CONTRACTOR's review of the video and used to prepare design calculations. Provide the proposed thickness of the liner tube to be installed as the greater of either; 1) the required thickness as determined by the Contractor's design calculations or 2) the Minimum Nominal Thickness of Tube provided in the bid schedule. Complete the list of design parameters used for the design calculations.

The CONTRACTOR shall submit the following information with their bid:

A statement indicating resin used in the design consideration and in the liner to be installed under this contract, and a statement that the resin is the same as used during the 10,000-hour study submitted with CONTRACTOR's pre-qualification

package.

When requested by the CITY, the CONTRACTOR shall provide their design calculations.

SAFETY REQUIREMENTS

The CONTRACTOR shall carry out their operations in strict accordance with local, state, federal, and OSHA safety regulations. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces.

TRAFFIC CONTROL

The CONTRACTOR shall provide all traffic control in accordance with applicable Department of Transportation regulations. Controls shall address vehicular, bicycle, and pedestrian traffic. Flaggers shall be provided at all locations where existing 2-way traffic cannot be maintained during work. Roadways shall be open to emergency vehicles at all times. CONTRACTOR shall promptly remove all loose material spilled on roadways during the execution of the work.

The CONTRACTOR must submit a drawing with the traffic control plan for each site within ten (10) days of the issuance of the purchase order. Drawing shall be 11x17 colored aerial at 1"=20' scale including all proposed traffic routing and signs. Work will not be allowed to proceed without an approved traffic control plan.

The Contractor shall give reasonable notice to the owners of all private driveways before interfering with them. Daily construction operations shall be terminated at such locations that the operations of driveways are not obstructed. Driveways shall be passable between the hours of 6:00 p.m. and 9:00 am.

Driveways to fire department buildings, medical buildings, schools, and businesses required for continuance of their commerce shall be kept open and maintained in passable conditions at all times unless modified by agreement between the Contractor and the property owner. All agreements between the Contractor and private property owners must be in writing to be considered binding.

LINER PREPARATORY PROCEDURES

A) CLEANING OF THE SEWER PIPELINE

The combined sewer pipeline shall be cleaned by the CONTRACTOR in accordance with the NASSCO Recommended Specifications for Sewer Collection System Rehabilitation specification for sewer line cleaning. CONTRACTOR shall use a carbide blade for removal of calcium deposits.

B) INSPECTION OF THE SEWER PIPELINE

The combined sewer pipeline shall be inspected using closed circuit television equipment (CCTV). The CONTRACTOR shall verify the locations of sewer repairs, connecting laterals, protruding roots and protruding laterals to ensure the clearance for the CIPP installation. See Section E) Protruding Taps for further detail on protruding laterals. The

CONTRACTOR shall use a rotating camera to identify lateral connections that are blocked (capped). These laterals shall be reported to the CITY and, if confirmed by the CITY, shall not be reinstated. The combined sewer pipeline inspection shall be completed in accordance with the NASSCO Recommended Specifications for Sewer Collection System Rehabilitation specification for television inspection.

C) BYPASSING SEWAGE

The CONTRACTOR shall bypass sewage around the section or sections of the sewer pipeline(s) to be rehabilitated by plugging the existing upstream manhole and pumping the sewage into the downstream manhole. No bypass pumpage into an adjacent pipeline shall be attempted without prior approval by the CITY. The CONTRACTOR shall provide pumps and bypass lines with adequate capacity to handle the flow. Bypass pumping shall not be permitted on the main line sewers during wet weather flow unless full flow bypass capacity is provided. Pumps used overnight for bypass pumping shall be electric pumps powered by whisper generators. The CONTRACTOR shall maintain access to all driveways, alleys and streets during bypass pumping operations through use of ramps or burying bypass lines, unless approved by the City in advance.

The CONTRACTOR shall also provide bypass pumping for individual service lines of multi-family, commercial, industrial or other high occupancy buildings which discharge to the sewer being lined. The CITY will construct a sump pit on these service lines as necessary to facilitate the installation of the bypass pumping. The CITY will be responsible for opening the pipe, the CONTRACTOR is responsible for regulating flow and pumping. The locations where service line sumps will be required shall be determined during the pre-construction meeting. CONTRACTOR to submit a bypass plan for locations where sumps are required including equipment and laydown of hoses. Discharging of bypass pumping into inlets and catchbasins is not permitted. CONTRACTOR is to verify alignment of sewer service laterals that need sump excavation pits using a lateral launching system.

D) LINE OBSTRUCTIONS

The CONTRACTOR shall clear the sewer pipeline of obstructions that reduce the cross-section of the host pipe by more than 10 percent, or that would otherwise prevent the insertion of the CIPP. Examples include but are not limited to solids, dropped joints, and roots. The CONTRACTOR shall notify the CITY of any obstruction that cannot be removed by conventional sewer cleaning equipment, or of any collapsed pipe that would prevent the installation of the CIPP. The CITY will remove these obstructions.

E) PROTRUDING TAPS

For pipes 8 to 12 inches in diameter, a lateral connection that protrudes more than one inch into the sewer segment shall be considered a protruding tap and shall be cut by the CONTRACTOR so that the protrusion is flush with the inside diameter of the sewer or no greater than one-half inch. For pipes with diameters greater than 12 inches, a lateral connection that protrudes more than 1-1/2 inch into the sewer segment shall be considered a protruding tap and shall be cut by the CONTRACTOR so that the protrusion is flush with the inside diameter of the sewer or no greater than one-half inch. The TV

operator shall pan up the service before the protruding tap is cut to show the existing conditions of the service. All protruding tap cutting shall be performed during televising operations. After the protruding tap is cut, the TV operator shall pan up the service to show the extents of the cutting. The CONTRACTOR shall notify the CITY if a protruding tap cannot be removed by the cutting device.

LINER MATERIALS

The tube and resin utilized for this work shall be in strict accordance with Section 5 of the appropriate ASTM standard identified in the Technical Requirements.

LINER INSTALLATION PROCEDURES

A) RESIN IMPREGNATION

The tube shall be impregnated with resin in strict accordance with the appropriate ASTM standard.

B) INSTALLATION

The installation of the CIPP shall be accomplished in strict accordance with the appropriate ASTM standard in regard to the pulling tube into position, inversion, pressure, lubricant, curing, cool-down and workmanship. Inversion shall be accomplished by using a hydrostatic head or air pressure. Curing shall be accomplished by circulating heated water unless the CONTRACTOR has been prequalified for steam curing in the appropriate pipe diameter range. For steam curing, the steam discharge point shall be oriented vertically, a minimum of six feet above ground level. Steam discharge points shall be placed 15 feet from sidewalks and other designated pedestrian walkways.

C) LATERAL REINSTATEMENT

The CONTRACTOR shall reinstate existing laterals and other connections not determined to be blocked (capped). Reinstatement of existing connections shall start as soon as possible after the CIPP is placed and work shall continue uninterrupted until all connections are restored. Connections shall be cut/reamed to no less than 95% capacity for all non-man entry pipes. Reinstatements shall be cut with a smooth circular motion and shall follow the perimeter of the lateral without extending beyond the lateral pipeline. At no time shall the lateral connections remain blocked off by the liner for more than ten hours.

D) SEALING LINER AT MANHOLES

If the CIPP does not fit tightly against the original pipe at its termination point(s), the space between the pipes should be sealed by filling the void with a resin mixture compatible with the CIPP.

LINER TESTING AND FINAL ACCEPTANCE

For each different pipe size and CIPP thickness utilized in this WORK, the CONTRACTOR shall take samples in accordance with Section 8.1.1 of ASTM 1216 and complete the testing as required for flexural strength, flexural modulus, and CIPP wall thickness, and submit the test results to the City.

The CONTRACTOR shall also provide to the CITY copies of video and inspection reports

showing conditions of the sewer pipelines before and after the CIPP installation. Video may be submitted as a DVD or files on a USB flash drive, and must not be in a format that requires proprietary software to view. Video pictures taken before the CIPP installation shall verify if connections are blocked (capped) or not. Document protruding laterals to be trimmed on the pre-inspection report and laterals to be reinstated on the post-inspection report. The post CIPP installation video picture shall clearly show the connection reinstatement and that the connections have been cut/ reamed to 95% capacity of the internal diameter of the existing connection. The finished pipe shall be continuous over the entire length of the installation and be free of dry spots, lifts, and delaminations. If these conditions are present, the CONTRACTOR shall repair the defect at their own cost in a manner acceptable to the CITY. The CONTRACTOR shall provide a one year warranty for all materials and workmanship.

MEASUREMENT AND PAYMENT

All work for this contract will be paid for at the contract unit price per lineal foot of CIPP sewer liner installed; for each active lateral reinstatement; and for each protruding tap that is cut.

The contract unit price for CIPP sewer liner installation shall be payment in full for all materials, labor and equipment required for: sewer line and site preparation; sewer cleaning; removal of cleaning debris; removal of line obstructions; removal and replacement of the cone section, frame, and cover of manholes as necessary to install the liner; liners, including resin-impregnated flexible felt tube, inserting and curing the liner; traffic control; pre-construction and post-construction television inspection, including set-ups, reverse set-ups, retrieval of stuck equipment, preparation of videos and reports for submittal to the CITY, correction of defects; trench backfill, temporary surfaces and material; site clean-up; street and lawn restoration; and all related work required to complete the installation. Payment for sewer liner is based on the actual length of installed liner. The CONTRACTOR shall measure the length prior to submitting the payment application. Installed length will be verified by the CITY prior to payment.

The contract unit price for lateral reinstatements and cutting protruding taps shall be payment in full for all materials, labor and equipment required for: closed circuit television; cutting the protruded service connections and lateral connection, and all related work required. Lateral reinstatements must be documented on the post-lining video and report. Protruding taps to be trimmed must be documented on the pre-lining video and report.

All other work required for a complete installation is considered incidental to the cost of these payment items.

ADDITIONAL INFORMATION

If the CONTRACTOR receives a claim for property damage allegedly caused by his or her performance of the Work under this Contract, the CONTRACTOR shall, within five (5) calendar days of receipt of such claims:

- a. Acknowledge the claim to the property owner.
- b. Send a copy of the said claim and acknowledgment to CITY.

If the claim is not settled (or the CONTRACTOR does not agree to settle the claim) within five (5) calendar days, the CONTRACTOR shall:

- a. Forward the claim to the CONTRACTOR's insurance carrier.
- b. Require his or her insurance company to forward to the CITY an acknowledgment of receipt of the claim.

The CONTRACTOR **and** insurance carrier shall either settle or deny claims within sixty (60) calendar days of initial receipt of the claims. The insurance carrier and CONTRACTOR shall notify the CITY of claims settled and denied, including the terms of the settlement or reasons for denial. The CONTRACTOR shall advise property owners of the decision to deny their claims and shall include in the Notice of Denial the name and address of the person authorized to accept service of process on behalf of the CONTRACTOR.

When a claim is allowed in any amount, CONTRACTOR shall, within thirty (30) calendar days of the award, pay to the property owner the amount of the award. If the CONTRACTOR does not make these payments to the property owner within the thirty (30) calendar day period, the CITY shall be authorized to make these payments for the CONTRACTOR and then deduct the amounts paid from the next payment due the CONTRACTOR under this Contract.

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

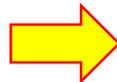
* indicates required fields

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) ✓