

**CITY OF EVANSTON**  
**REQUEST FOR PROPOSAL**

**NUMBER: 19-68**

**for**

**Stormwater Master Plan**

**December 5, 2019**



**PROPOSAL DEADLINE:** **2:00 PM, February 4, 2020,**  
**Room 4200,**  
**Lorraine H. Morton Civic Center,**  
**2100 Ridge Avenue,**  
**Evanston, Illinois 60201**

**PRE-PROPOSAL MEETING:** **MANDATORY**  
**9:00 AM, December 19, 2019**  
**Evanston Water Plant**  
**555 Lincoln Street**  
**Evanston, IL 60201**

For security reasons, interested parties attending the mandatory pre-proposal meeting **must** submit the Non-disclosure Agreement (see Exhibit O) and a list of employee names that will be attending the meeting to Paul Moyano at [pmoyano@cityofevanston.org](mailto:pmoyano@cityofevanston.org) by close of business December 17, 2019 in order to attend.

**SEALED PROPOSALS TO BE RETURNED TO:**

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

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## CITY OF EVANSTON

### NOTICE TO PROPOSERS

Sealed proposals will be received by the Purchasing Office in Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. local time on **February 4, 2020**. Proposals shall cover the following:

#### **Stormwater Master Plan** **RFP Number: 19-68**

The City of Evanston's Public Works Agency is seeking proposals from experienced firms for:

Professional engineering services to prepare a Stormwater Master Plan by developing a model of its Stormwater Management System (combined, relief, and storm sewer systems) to perform a comprehensive analysis of it and define needed system improvements under existing and future storm conditions.

There will be a mandatory pre-proposal meeting December 19, 2019, at 9:00 a.m. at the Evanston Water Plant located at 555 Lincoln Street, Evanston, IL 60201. For security reasons, interested parties must contact Paul Moyano at [pmoyano@cityofevanston.org](mailto:pmoyano@cityofevanston.org) by close of business December 17, 2019 in order to attend. All firms intending to submit a proposal for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project.

The above item shall conform to the RFP on file in the Purchasing Office. The document, including all necessary plans and specifications, will be available in the Purchasing Office on December 5, 2019. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the RFP or see the City's website at: [www.cityofevanston.org/business/bids-proposals/](http://www.cityofevanston.org/business/bids-proposals/) or Demandstar at: [www.demandstar.com](http://www.demandstar.com).

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

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

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

Jillian Ostman  
Purchasing Specialist

**CITY OF EVANSTON**  
**Request for Proposal**

**1.0 INTRODUCTION**

**1.1 Background**

The City of Evanston has prepared a Stormwater Management Guide as the framework for developing a resilient stormwater management system under current conditions and in the face of climate change. A Stormwater Master Plan is a central component of the Guide. The Master Plan is to be based on a quantitative analysis of the City's Stormwater Management System under current and projected conditions using a detailed sewer system model to identify needed improvements.

The City's Stormwater Management System consists of three interdependent sewer systems; combined, relief, and storm.

The City's combined sewer system is approximately 80-100+ years old and is undersized for wet weather flows by current standards. The newer relief and storm sewer systems relieve the combined sewers by providing additional hydraulic capacity during wet weather. Restrictors are utilized in combined sewer drainage inlets/catch basins to prevent the combined sewers from surcharging and causing basement back-ups during heavy rains. Excess runoff reaches relief and storm sewer inlets by overland flow, and any runoff that is beyond the capacity of the relief and storm sewer systems is temporarily stored within the curb line of the streets.

The original combined sewer system consists of a series of street sewers and trunk sewers that are sub-divided into 15 drainage basins. Each combined sewer basin includes a separate trunk sewer and an independent connection to Metropolitan Water Reclamation District of Greater Chicago (MWRD) facilities. Some of these basins directly discharge to the MWRD Tunnel and Reservoir Plan (TARP) deep tunnel system through drop shafts, while others are indirectly connected to TARP through the MWRD North Shore Intercepting sewer.

As part of the City's Long Range Sewer Program, the City supplemented the combined sewer system capacity with a series of relief sewers and storm sewers installed between 1991-2008. The relief sewer system is divided into seven drainage basins that have direct connections to TARP through drop shafts. The storm sewer system is divided into 10 drainage basins that discharge to the North Shore Channel or Lake Michigan.

A summary of pipe lengths and sizes in the City's sewer systems include:

- Combined Sewer System – 144 miles of pipe ranging from 6" to 72" diameter
- Relief Sewer System – 55 miles of pipe ranging from 6" to 120" diameter
- Storm Sewer System – 16 miles of pipe ranging from 8" to 60" diameter
- Total length of sewer pipes 12" diameter and larger is approximately 155 miles, or 70% of the sewers across the 3 systems.

Current stormwater management issues in the City are primarily complaints of nuisance flooding on public and private property. Property damage from overland flow and combined sewer basement backups occur occasionally during the most severe rain events. Most public complaints stem from street flooding in areas where inlets/catch basins are restricted and ponding may be approaching excessive levels.

## **1.2 Objectives**

The City is seeking a consultant to prepare a Stormwater Master Plan by developing a model of its Stormwater Management System (combined, relief, and storm sewer systems) to perform a comprehensive analysis of it and define needed system improvements under existing and future storm conditions. As a separate effort outside of this scope of services, these results will be used to investigate the feasibility of a stormwater utility. An extension of this contract may be issued at a later time to refine the needed improvements into projects to be included in the City's future Capital Improvement Plan.

## **1.3 Information Available**

Maps of the drainage basins are available on the City's web site at <https://www.cityofevanston.org/government/departments/public-works/public-outreach/evanston-water-sewer-service/sewer-basin-maps>.

A copy of the Utilities Department's Annual Report, which contains additional background and operational data on the sewer systems, is also available on the City's web site at <https://www.cityofevanston.org/government/departments/public-works/plans/water-sewer-annual-reports>.

A copy of the current version of the City's Stormwater Management Guide will be provided to firms that attend the mandatory pre-proposal meeting.

The City utilizes ArcGIS in combination with VueWorks to manage asset data and work order history for the combined, relief, and storm sewer systems. Feature classes for each of the three sewer systems include all known pipes, structures, and outfalls. The City will provide the sewer system GIS database to firms that attend the mandatory pre-proposal meeting. GIS data will include but is not limited to:

- Sewer system attributes such as pipe and structure locations and configurations; pipe length, material, and diameter; and vertical rim and invert elevations, where available
- Restrictor locations and sizes
- Location of and known information on MWRD interceptors, force mains, and outfalls
- Sewer basin boundaries
- CSO locations
- Green Infrastructure
- Roads
- Aerial photography
- Parcels and buildings

- Zoning and land use
- 1' topographic contours

A hydraulic model of MWRD's trunk sewer network, including some of Evanston's larger relief sewers, has been prepared for the Great Lakes and Mississippi River Interbasin Study (GLMRIS), which is being managed by the U.S. Army Corps of Engineers. Modeling files in EPA SWMM v5 formats will be made available to firms that attend the mandatory pre-proposal meeting.

The City will provide the following additional data to the selected consultant:

- Available as-built drawings for structures and junction chambers.
- Existing Basin 6 combined sewer InfoSWMM Model.

#### **1.4 Instructions to Proposers**

The City is seeking a consultant to develop a hydrologic and hydraulic model to represent its sewer systems and use the model to develop a Stormwater Master Plan.

The contract term desired is for a period of 700 days, with the option to extend the contract. It is the intention of the City to award a contract to complete the tasks defined in the Scope of Services Sections 2.1 through 2.6. The City may extend the contract with the selected consultant to perform work associated with Section 2.7 after the current scope of services is completed.

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

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

- Contract documents
- Project scope and work tasks to be accomplished
- Specifications
- Insurance requirements and required documentation

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

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

## **2.0 SCOPE OF SERVICES**

The consultant will develop a scope of services in response to this RFP that will deliver a comprehensive long-term Stormwater Management Master Plan focusing on infrastructure needs identified through the use of a detailed sewer system model representing existing and projected conditions and meeting the objectives

described in Section 1.2. The scope of services will describe the approach for each major task, on-site efforts, key staff, meetings, deliverables, and schedule to demonstrate the consultant's understanding of the project and highlight unique approaches to the work. Any anticipated support from City staff must be clearly defined within each associated task. Provide clear limitations and qualifications to the scope of services for each task. Clearly identify any alternatives or deviations from the tasks defined below that are recommended by the consultant that can impact costs, and include potential cost adjustments in Section 4.E.

The scope of services must include, at a minimum, a detailed approach for each of the following tasks:

## **2.1 Meetings and Data Collection**

- Lead kickoff and progress meetings.
- Participate in up to four meetings with external stakeholders.
- Provide software recommendation. Include justification for the software to be used for this project within this proposal.
- Review available data.
- Meet with MWRD to verify locations of MWRD interceptors, force mains, and outfalls that impact the City's system, along with configurations of connecting structures.
- Plan and coordinate field investigations to collect additional system data needed to supplement available data. Plans must include adequate traffic control and clear expectations of City staff support.

## **2.2 Model Build**

- Develop a hydraulic and hydrologic model of the City's stormwater management system. The model will include all pipes 12" and larger, plus smaller critical pipes in the three sewer systems. Describe the proposed approach for the initial model build, including hydrology, topography, pipes, structures, junction chambers, detention basins, restrictors, surface detention, green infrastructure, outfalls, and related MWRD facilities. Describe the proposed approach for modeling the interaction between systems and other boundary conditions.
- Refine the models for the Combined Sewer Basin 07 to better understand localized stormwater management issues, including potential basement backups and nuisance flooding.
- Document the model build within a thorough report including narrative, figures, and maps to be delivered both as hard copies and in an electronic format.

## **2.3 Flow Monitoring**

- Monitor flows and collect data for model calibration. Describe the proposed number of meters, duration, meter installation, rainfall monitoring, equipment maintenance, data collection, data validation, demobilization, and reporting. The consultants baseline proposal cost is to be based on the installation of 35

flow meters over an 8-week period, with a cost for weekly extensions. A cost adjustment for variations from these baseline assumptions that reflect the Consultant's proposed approach should be provided in Exhibit J.

- Document the flow monitoring within a thorough report including narrative, figures, and maps to be delivered both as hard copies and in an electronic format.

## **2.4 Calibration**

- Calibrate the model for dry-weather and wet-weather conditions. Describe the runoff volume model, runoff routing models, and calibration standards to be followed.
- Document the calibration within a thorough report including narrative, figures, and maps to be delivered both as hard copies and in an electronic format.

## **2.5 System Evaluation**

- Describe the proposed approach for identifying the City-wide critical duration to be applied for evaluation of the system. Propose any recommended alternate approaches to the City-wide critical duration analysis for evaluation of the system, and include any associated cost adjustment due to the alternate in Exhibit J.
- Evaluate the response of the City's sewer systems and overland flow for the City-wide critical duration of the following storm events using the latest Bulletin 70 northeast sectional rainfall depths/intensities and the latest Huff time distributions of rainfall.
  - 2 year
  - 5 year
  - 10 year
  - 100 year
  - April 2013 regional storm
  - September 2008 regional storm
- Assess of the impact of the latest Bulletin 70 update on the City's design standards.
- Recommend likely and reasonable storm events for basis of design for future stormwater management improvement projects that incorporates the latest available climate change data.
- Recommend design criteria for future improvement projects, including but not limited to level of surcharge of sewers, depth and velocity of overland flow, depth and duration of street and surface ponding.
- Evaluate the response of the City's sewer systems and overland flow for the City-Wide critical duration of the following projected storm events.
  - 10 year
  - 100 year
  - Third condition to be determined by the City
- Determine the level of protection offered by the current system considering projected storm events and design criteria defined in previous tasks.



- Evaluate how and where Evanston’s sewer systems are impacted when TARP is at capacity and/or the flow of the North Shore Channel is reversed under existing and projected conditions.

## **2.6 Improvement Development**

- Develop conceptual improvements to mitigate flooding and basement backups under three storm events (likely including one current and one projected condition) across the City, considering distributed detention in City parks and other public spaces, green infrastructure in public and private spaces, and traditional grey infrastructure improvements. Develop AACE (Association for the Advancement of Cost Engineering) Class 5 OPCC (Opinion of Probable Construction Cost) associated with these improvements, along with operation and maintenance costs.
- Recommend cost-effective constructible improvement projects to mitigate localized flooding and basement backups under three storm events (likely including one current and one projected condition) within the Combined Sewer Basin 07, considering distributed detention, green infrastructure, and traditional grey infrastructure improvements. Develop AACE Class 4 OPCC associated with these improvements, along with operation and maintenance costs.
- Complete a constructability review of the identified improvements to identify the likely top challenges for each that would need to be addressed during design.
- Provide clear documentation of the improvements, demonstrating conditions with and without the improvements, including costs, maps, schematic improvements, and example improvements, in a physical report and for public presentation.
- Deliver a GIS-based hydrologic and hydraulic model of the City’s complete Stormwater Management System in an open-source format, and provide two days of training for City staff.

## **2.7 Capital Improvement Plan Development (Not to be authorized under this current contract)**

- Refine conceptual improvements to identify cost-effective opportunities for infrastructure improvements and incorporation of green infrastructure to mitigate localized flooding and basement backups under projected conditions.
- Develop AACE Class 3 OPCC for the identified improvements.
- Provide a comprehensive long-term plan that prioritizes recommended improvements based on the likelihood and consequence of flooding, estimated capital costs, long-term maintenance costs, Evanston development goals, social equity, and environmental justice. Green infrastructure improvements should consider opportunities on both public and private properties with relevant community outreach and potential incentive programs for voluntary participation and long-term implementation.

### **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**

Responses to this Request shall be in one volume. Any firm brochures and/or information pertaining to the qualifications of the firm and/or team may be submitted, but must be included in a single volume. Applicant firms must submit their responses in one of two ways:

1. Paper copies – five (5) hardcopies, plus one (1) unbound original.
2. Electronic/paper response – one (1) unbound original and a complete electronic copy as a single PDF file saved on a flash/USB drive (with any paper bonds as required).

The unbound original shall have title sheets (no tabs) for each section consisting of items A to F listed below.

Cut out and tape label included in this proposal package as Exhibit P (BID/Proposal Submittal Label). All submittals are to be placed in a sealed opaque envelope addressed to: The City of Evanston Purchasing Office, Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201; clearly marked on the OUTSIDE with the following:

- RFP name and number
- Name and address of Firm
- Date and time of RFP deadline

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL BE RETURNED TO THE PROPOSER UNOPENED. It is the sole responsibility of the proposer to insure that his or her proposal is delivered by the stated time. Mailed proposals which are delivered after the specified time will not be accepted regardless of post marked time on the envelope. THE CITY IS NOT RESPONSIBLE FOR MISDIRECTED PACKAGES.

#### **A. Cover Letter**

The cover letter will include the following:

- introduction of firm signed by an authorized Principal of the firm
- name of firm
- address of firm
- phone number of the firm submitting the proposal
- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

#### **B. Firm Qualifications and Experience**

- Provide a brief history of the firm, and the firm's qualifications for completing the scope of services.
- Describe projects completed by the Firm (at least three, but no more than five for each firm/subconsultant) which are similar in scope, size and/or discipline to the required services described herein, and performed within the past ten years.
- Experience should include large urban hydraulic and hydrologic sewer model development, combined sewer system master planning, stormwater system master planning, stormwater system improvement design, and flow monitoring. Specific experience developing models and analyzing systems with similarities to the City's Stormwater Management System should be highlighted, including modeling inlet restrictors and overland flow, modeling interactions between storm/combined/relief systems, modeling outfalls to MWRD/TARP or similar regional systems. When possible, relevant lessons learned should be highlighted.
- List the projects described above in the Firm Experience Summary Table included as Exhibit L of this RFP. For each project, indicate commencement and completion dates, engineering fees, and (if available) construction budget. Where applicable, indicate if staff on the proposed Project Team has worked on these projects and their role.
- Provide a list of municipal clients in Illinois, not to exceed 25.

#### **C. Project Team Qualifications and Experience**

- Clearly identify the professional staff who would be assigned as the Project Manager, Technical Lead, and other key project personnel for this work. Include a Team Organization Chart that clearly indicates the role

of each team member and the firm of each team member if sub-consultants are used. The proposal should summarize the abilities, qualifications, and experience of these individuals, in addition to providing abbreviated resumes highlighting relevant experience.

- Complete Project Team Experience Summary Table included as Exhibit M of this RFP. Projects shown for Team Experience must have been performed within the past seven years and be provided with client references.

#### **D. Project Approach**

Provide a narrative describing the firm's understanding of the Project Objectives in Section 1.2, and a detailed Scope of Services for each of the tasks as described in Section 2.0. Indicate the following:

- A logical work breakdown structure including major project tasks.
- Approach used to complete each task to demonstrate the consultant's understanding of the project and highlight unique approaches to the work.
- All coordination with City staff that is anticipated, including meetings, on-site efforts, data, information, and labor.
- Deliverables.
- Issues to be considered in completion and limitations or qualifications to the scope or services.
- Any deviations from the tasks listed in Section 2.0 that are recommended by the consultant that can impact costs.
- Key team members who will complete each task. If more than one, clearly indicate the responsibility of each key team member.
- Schedule for completion of the work.

#### **E. Fees**

Provide a total not-to-exceed cost by completing the Cost Summary Table included as Exhibit J of this RFP and breaking down costs by major tasks shown in the Scope of Services. Proposal evaluation will be based on the Total Not-To-Exceed Cost reflecting the Scope of Services as described in Section 2.0. Approximate Adjustments to task costs should reflect any change in cost due to alternatives or deviations to the Scope of Services that are proposed and documented in the Consultant's Project Approach, and may be considered during negotiation with the selected Consultant. Adjustments may be left blank if there are no alternatives or deviations.

Provide costs associated with the execution of field investigations needed to supplement available data in the Field Investigation Cost Table also included as Exhibit J of this RFP.

Provide costs associated with Flow Monitoring in the Flow Monitoring Cost Table also included as Exhibit J of this RFP.

Complete the Fee Breakdown Table in Exhibit K to indicate the estimated hours budgeted for each key team member, staff classification for non-key members, and subcontractors; their hourly billing rate, and salary cost multiplier. Break down all hours and costs for key team member/labor category for each task as shown on the Proposal Cost Table. Break out reimbursable direct costs, subcontracted non-labor costs, and other fees or overhead costs not included in the salary cost multiplier.

#### **F. Contract**

The City has attached its standard professional services contract in Exhibit N. 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 proposal.

### **5.0 ADDITIONAL SUBMISSION REQUIREMENTS**

None.

### **6.0 M/W/EBE GOALS**

The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, and Evanston-based businesses (M/W/EBEs) in completing a portion of the services required by the City. All respondents must submit a statement of the proposed involvement of M/W/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/EBEs that will assist in achieving the M/W/EBE goal with your submittal as well as the appropriate M/W/EBE forms or Request for Waiver. Any questions regarding M/W/EBE compliance should be submitted in writing to Sharon A. Johnson, Business Workforce Compliance Coordinator at [shjohnson@cityofevanston.org](mailto:shjohnson@cityofevanston.org) or Tammi Nunez Purchasing Manager at [tnunez@cityofevanston.org](mailto:tnunez@cityofevanston.org).

### **7.0 EVALUATION CRITERIA**

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will select a firm to negotiate a final scope of work and final not-to-exceed cost based on the criteria set forth below. The review committee will make a recommendation to award the contract based on the negotiated scope and cost. This contract will be forwarded to the City Council for final approval.

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

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

## **8.0 SELECTION PROCESS**

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

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

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

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

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms.

The City will select the highest ranked firm to negotiate a final scope of work and final not-to-exceed cost. The selection and negotiation shall be done by the City's review committee, and will be recommended to the City Council for final approval.

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

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

## 9.0 PROPOSED SCHEDULE

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

1. RFP issued..... December 5, 2019
2. Mandatory Pre-Proposal Meeting..... December 19, 2019
3. Last Day to submit questions ..... January 21, 2020
4. Final Addendum Issued..... January 28, 2020
5. RFP Submission Due Date ..... February 4, 2020
6. Negotiations ..... February 17, 2020
7. City Council Award of Contract ..... March 23, 2020
8. Contract Effective/NTP ..... April 1, 2020
9. Final Completion ..... March 2, 2022

## 10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Jillian Ostman, Purchasing Specialist at [jostman@cityofevanston.org](mailto:jostman@cityofevanston.org) with a copy to Paul Moyano at [pmoyano@cityofevanston.org](mailto:pmoyano@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 exemptions to the disclosure of such records, or part thereof, is applicable.

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

**B. Withdrawal of Proposal**

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

**C. Exceptions to Specifications**

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

**D. Hold Harmless**

The contractor agrees to hold harmless the City of Evanston and all of its agents, servants, and employees against any and all lawsuits, claims, demands, liabilities, losses, and/or expenses; including court costs and attorneys' fees on account of injury to any person, or any death resulting from such injury, or any damage to property which may have arisen from work specifically related to the contract and/or project.

**E. Addenda**

Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal therein. Failure to



acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at [City of Evanston Notices & Documents](#) or [www.demandstar.com](http://www.demandstar.com), or by contacting the Purchasing Office, 847-866-2935.

**F. Term**

The contract term is for 700 days. The City may terminate a contract for either cause or convenience.

**G. Non-Appropriation of Funds**

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

**H. Property of the City**

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

**I. Payment Terms**

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

**J. Disclosures and Potential Conflicts of Interest**

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

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

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

#### **K. Protests**

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

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.
- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

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

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

#### **L. Authority To Resolve Protests And Contract Claims**

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

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

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

## **M. Litigation**

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

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

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

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. Subcontractors**

If any firm submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the City of Evanston.

## **O. Contact with City Personnel**

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

## **P. Costs Incurred**

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

**Exhibit A**

**DISCLOSURE OF OWNERSHIP INTERESTS**

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

APPLICANT NAME: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other ( ) \_\_\_\_\_

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

**SECTION I - CORPORATION**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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**SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE**

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

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

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**SECTION 3 - TRUSTS**

- 3a. Trust number and institution.

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

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

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**SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE**

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Notary Public

(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).

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

**Exhibit E**

**ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION**

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

of \_\_\_\_\_  
(Proposer)

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

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

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

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

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public

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

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

## EXHIBIT F

### **CITY OF EVANSTON M/W/EBE POLICY**

A City of Evanston goal is to provide contracting and subcontracting opportunities to Minority Business Enterprises, Women Business Enterprises, and Evanston Business Enterprises. The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting subcontractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/EBE who submitted a proposal but were not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Subcontractor listed to meet the M/W/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWEBE Monthly Utilization Report](#)).

**Exhibit G**

**M/W/EBE PARTICIPATION COMPLIANCE FORM**

I do hereby certify that

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

This firm is a (check only one):

\_\_\_\_\_ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

\_\_\_\_\_ Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

\_\_\_\_\_ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response \$ \_\_\_\_\_

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

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

Information on the M/W/EBE Utilized:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature of firm attesting to participation \_\_\_\_\_

Title and Date \_\_\_\_\_

Please attach

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

- |  |  |
|--|--|
| <input type="checkbox"/> Cook County           | <input type="checkbox"/> State 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 H**

**M/W/EBE PARTICIPATION WAIVER REQUEST**

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

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

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

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

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

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

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

\_\_\_\_\_ 3. No subcontracting opportunities exist.

**Please provide a written explanation of why subcontracting is not feasible.**

\_\_\_\_\_ 4. M/W/EBE participation is impracticable.

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

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

Signature: \_\_\_\_\_

(Signature)

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

## EXHIBIT I

### Construction Contractors' Assistance Organizations ("Assist Agencies") Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
<b>Association of Asian Construction Enterprises (AACE)</b> 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847/5259693 Perry Nakachii, President			
<b>Black Contractors United (BCU)</b> 400 W. 76th Street Chicago, IL 60620 Phone: 773/483-4000; Fax: 773/483-4150 Email: <a href="mailto:bcunewera@ameritech.net">bcunewera@ameritech.net</a>			
<b>Chicago Minority Business Development Council</b> 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: <a href="mailto:info@chicagomsdc.org">info@chicagomsdc.org</a> Shelia Hill, President			
<b>Evanston Minority Business Consortium, Inc.</b> P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: <a href="mailto:embcinc@aol.com">embcinc@aol.com</a>			
<b>Federation of Women Contractors</b> 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312/360-1122; Fax: 312/360-0239 Email: <a href="mailto:FWCChicago@aol.com">FWCChicago@aol.com</a> Contact Person: Beth Doria Maureen Jung, President			
<b>Hispanic American Construction Industry (HACIA)</b> 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312/666-5910; Fax: 312/666-5692 Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a>			
<b>Women's Business Development Center</b> 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477; Fax: 312-853-0145 Email: <a href="mailto:wbdc@wbdc.org">wbdc@wbdc.org</a> Carol Dougal, Director			

**PLEASE NOTE:** Use of Construction Contractor's Assistance Organization (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**

**COST SUMMARY TABLE**

<b>Task Description</b>	<b>Cost</b>	<b>Approximate Adjustment<sup>2</sup></b>
1 - Meetings and Data Collection	\$	\$
2 - Model Build	\$	\$
3 - Flow Monitoring	\$	\$
4 - Calibration	\$	\$
5 - System Evaluation	\$	\$
6 - Improvement Development	\$	\$
<b>TOTAL NOT-TO-EXCEED COST<sup>1</sup></b>	<b>\$</b>	<b>n/a</b>

1. Proposal evaluation will be based on the Total Not-To-Exceed Cost reflecting the Scope of Services as described in Section 2.0.
2. Approximate Adjustment should reflect any change in cost due to alternatives or deviations to the Scope of Services that are proposed and documented in the Consultant's Project Approach, and may be considered during negotiation with the selected Consultant. This column may be left blank if there are no alternatives or deviations.

**Exhibit J**

**FIELD INVESTIGATION COST TABLE**

<b>ITEM</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Field Investigations – Type 1 <sup>1</sup>		\$	\$
Field Investigations – Type 2 <sup>1</sup>		\$	\$
<b>Total Field Investigation Costs</b>			<b>\$</b>

1. Provide a breakdown of field investigations and associated costs needed for Task 1 described in Section 2.1. Units may be duration (i.e. days or weeks of survey) or other relevant units. Rows may be added as needed.

**BASELINE FLOW MONITORING COST TABLE**

<b>ITEM</b>	<b>Cost</b>
Cost Per Flow Meter Per Initial 8-Week Installation	\$
Cost Per Rain Gauge Per Initial 8-Week Installation	\$
<b>Total Cost for Initial 35-Meter 8-Week Installation</b>	<b>\$</b>
Cost Per Flow Meter Per 1-Week Extension	\$
Cost Per Rain Gauge Per 1-Week Extension	\$



## Exhibit K

### FEE BREAKDOWN TABLE

Item Description	Budgeted Labor Hours								Total Labor Hours	Total Labor Cost
	Project Manager <sup>1</sup>	Technical Lead <sup>1</sup>	Key Team Member A <sup>1</sup>	Key Team Member B <sup>1</sup>	Labor Classification I <sup>1</sup>	Labor Classification II <sup>1</sup>	Subcontractor X Labor <sup>2</sup>	Subcontractor Y Labor <sup>2</sup>		
Direct Labor Rate										
Salary Cost Multiplier										
Billing Rate										
<b>Tasks</b>										
1 - Meetings and Data Collection										\$
2 - Model Build										\$
3 - Flow Monitoring										\$
4 - Calibration										\$
5 - System Evaluation										\$
6 - Improvement Development										\$
<b>Total Labor</b>										\$

Other Costs	
Direct Reimbursable Expenses <sup>3</sup>	\$
Subcontractor X Expenses - Task A <sup>4</sup>	\$
Subcontractor X Expenses - Task B <sup>4</sup>	\$
Fees and Overhead Costs <sup>5</sup>	\$
<b>TOTAL NOT-TO-EXCEED COST</b>	<b>\$</b>

1. Indicate labor hours under Key Team Member names, and summarize other labor by classification. Add columns as needed.
2. Indicate labor hours per subcontractor per task as a total or broken into Key Team Members and classification. Equivalent/average hourly rate is acceptable for subcontractors. Add columns as needed.
3. List direct reimbursable expenses. Add rows as needed.
4. List the non-labor costs for each subcontracted task on separate lines, indicating the subcontractor assigned to that task. Add rows as needed.
5. List overhead costs and fees separately if they are not included in the salary cost multiplier. Add rows as needed.

**Exhibit L**

**FIRM EXPERIENCE TABLE**

**Firm Experience Within Past Ten Years**

<b>Project Name<sup>1</sup></b>	<b>Client and Location</b>	<b>Commencement Date and Completion Date</b>	<b>Engineering Fees</b>	<b>Construction Budget (if available)</b>	<b>Urban Sewer Model Development (Y/N)</b>	<b>Combined Sewer Master Planning (Y/N)</b>	<b>Stormwater System Master Planning (Y/N)</b>	<b>Stormwater System Improvement Design (Y/N)</b>	<b>Sewer Flow Monitoring (Y/N)</b>	<b>Members from Proposed Project Team and Role</b>
Project Name	Client City, State	Date / Date	\$XXX	\$XXX						Team Member 1 – Role Team Member 2 – Role

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

**Exhibit M**

**PROJECT TEAM EXPERIENCE TABLE**

**Project Team Experience Within Past Seven Years**

<b>Project Name and Year<sup>1</sup></b>	<b>Client and Location<sup>1</sup></b>	<b>Urban Sewer Model Development (Y/N)</b>	<b>Combined Sewer Master Planning (Y/N)</b>	<b>Stormwater System Master Planning (Y/N)</b>	<b>Stormwater System Improvement Design (Y/N)</b>	<b>Sewer Flow Monitoring (Y/N)</b>	<b>Project Manager<sup>2</sup></b>	<b>Technical Lead<sup>2</sup></b>	<b>Key Team Member #1 Role / Firm<sup>2</sup></b>	<b>Key Team Member #2 Role / Firm<sup>2</sup></b>	<b>Client Reference Contact Information<sup>3</sup></b>

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

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

<sup>3</sup> Provide name, title, email address and phone number for each reference.

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

**Exhibit N**

**Professional Services Agreement Acknowledgement Page**

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

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

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

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

List exceptions in the area below:

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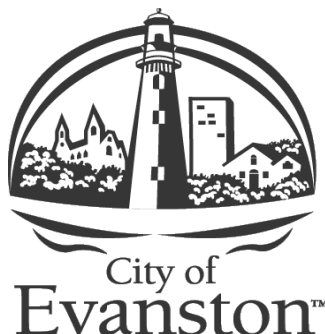
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**Authorized Signature:** \_\_\_\_\_ **Company Name:** \_\_\_\_\_

**Typed/Printed Name and Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Exhibit N



### CITY OF EVANSTON PROFESSIONAL SERVICES AGREEMENT

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

#### **Stormwater Master Plan ("the Project")**

*RFP Number: 19-68*

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

#### **I. COMMENCEMENT DATE**

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

#### **II. COMPLETION DATE**

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

#### **III. PAYMENTS**

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

#### **IV. DESCRIPTION OF SERVICES**

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

#### **V. GENERAL PROVISIONS**

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

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. 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 subconsultants 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 subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant 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 subconsultant's work.

All subconsultant 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 subconsultant 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 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. 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.

**D. 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 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.

**E. 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.

**F. 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.

**G. 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.

**H. 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.

**I. 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 subcontractors, employees, agents or subcontractors 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 subConsultants' 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.

**J. 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 subcontractors 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.

**K. 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 exemptions 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.

**L. 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.

**M. No Assignments or Subcontracts.** Consultant shall not assign or subcontract 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.

**N. 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, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

**O. Liens and Encumbrances.** Consultant, for itself, and on behalf of all subcontractors, 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 subcontractors, 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 subConsultant, 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.

**P. Notices.** Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

**Q. 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.

**R. 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.

**S. 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.

**T. 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.

**U. 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.

**V. 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 nonresponsible and therefore ineligible for future contracts or subcontracts 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 subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

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

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

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

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

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

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

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

## **IX. INTEGRATION**

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

In the event of any inconsistency between this Agreement, and any Exhibits, this

Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

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

**CONSULTANT:**

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

By \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: City Manager

FEIN Number: \_\_\_\_\_

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

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

## EXHIBIT A – Project Milestones and Deliverables

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

**I. COMMENCEMENT DATE:** \_\_\_\_\_

**II. COMPLETION DATE:** \_\_\_\_\_

**III. FEES:**

**IV. SERVICES/SCOPE OF WORK:**

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

Dated: \_\_\_\_\_



EXHIBIT O

# Non-disclosure Agreement

Consultant Name: \_\_\_\_\_

Evanston Project: **RFP 19-68, Stormwater Master Plan**

**CONFIDENTIAL INFORMATION.**

The term “Confidential Information” means any information or material which is proprietary to the Owner, which is not generally known other than by the Owner, and which the Consultant may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the construction, operation and maintenance of the water system, including, without limitation, business records and plans, technical data, and contracts.

**CONFIDENTIALITY OF INFORMATION.**

It is understood that the Consultant (i) will keep confidential all information provided by the City of Evanston in connection with the above described work; (ii) will use such confidential information solely in connection with their engagement with the City of Evanston (iii) will not in future disclose any information derived in their work to any third person or entity.

The Consultant acknowledges that they are prohibited from releasing any information about the City of Evanston water treatment facility / pumping station or distribution system to any entity without the express written consent from the City of Evanston Public Works Director.

**SIGNED:**

**NOTARIZED:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Notary Seal:

**EXHIBIT P**

**PROPOSAL SUBMITTAL LABEL**

**CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID/PROPOSAL SUBMITTAL**



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**ADDRESS SUBMITTALS:**    **CITY OF EVANSTON - PURCHASING OFFICE, ROOM 4200**  
                                  **LORRAINE H. MORTON CIVIC CENTER**  
                                  **2100 RIDGE AVENUE - EVANSTON, ILLINOIS 60201**

**SUBMITTAL NUMBER:** \_\_\_\_\_

**SUBMITTAL NAME:** \_\_\_\_\_

**SUBMITTAL DUE DATE/TIME:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

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

**COMPANY TELEPHONE #:** \_\_\_\_\_

