

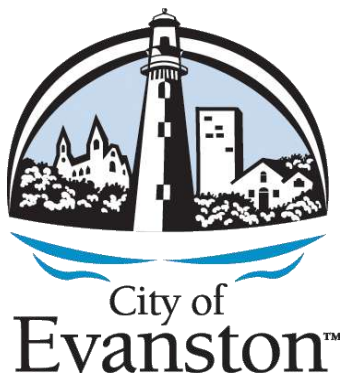
CITY OF EVANSTON
REQUEST FOR PROPOSAL

NUMBER: 25-55

For

Fountain Square Design/Build Reconstruction

October 2, 2025



PROPOSAL DEADLINE: 2:00 P.M., November 4, 2025

PRE-PROPOSAL MEETING: Non-mandatory, Virtual
4:00 P.M., October 9, 2025
Meeting ID: meet.google.com/eyh-qpag-jji
Phone Number: 518-531-6330
PIN: 179 533 185#

ELECTRONIC BID SUBMITTAL:

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

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

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Attachment 1 Issued for Construction Documents (Partial Set)	74 pgs
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Attachment 3 AIA Contract.....	67 pgs
Attachment 4 Maintenance Contract.....	21 pgs

Attachment 5 Ordinance 23-O-25, Responsible Bidder Ordinance.....	20 pgs
Attachment 6 Prevailing Wages.....	9 pgs
Attachment 7 DemandStar- E-bidding Instructions.....	14pgs

***NOTE: THE SELECTED RESPONDENT WILL BE SUBJECT TO THE
REGULATIONS CONTAINED IN CITY OF EVANSTON ORDINANCE 60-O-14
AMENDMENTS TO THE LOCAL EMPLOYMENT PROGRAM (LEP) AND
ORDINANCE 23-O-25 THE RESPONSIBLE BIDDER ORDINANCE**

**CITY OF EVANSTON
NOTICE TO PROPOSERS**

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on **Tuesday, November 4, 2025**. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Proposals shall cover the following:

Fountain Square Design/Build Reconstruction
RFP Number: 25-55

The City of Evanston's Public Works Agency is seeking proposals from experienced firms to reconstruct the existing decorative zero-depth fountain at Fountain Square located at the intersection of Davis Street, Orrington Avenue and Sherman Avenue in downtown Evanston, Illinois.

A non-mandatory, virtual pre-proposal meeting will be held on Thursday, October 9, 2025, at 4:00 P.M., Meeting ID: meet.google.com/eyh-qpag-jii, Phone Number: 518-531-6330, PIN: 179 533 185#. All firms intending to submit a proposal for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project.

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

The City (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 State of Illinois requires under Public Works contracts that the general rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. 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 a proposal.

Tammi Nunez
Purchasing Manager

CITY OF EVANSTON

Request for Proposal

1.0 INTRODUCTION

1.1 Background Information

The City of Evanston (City) is a general-purpose municipal government located in Cook County, Illinois. It is a home rule unit, as defined in the 1970 Illinois Constitution, and operates under the Council/Manager form of government to provide for the health, safety, and welfare of Evanston residents. A mayor, elected city-wide, and nine councilmembers, elected by Ward, comprise the City Council. There are ten operating departments that provide a full array of services. The City has approximately 78,000 residents and a land area that covers 7.8 square miles.

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

In 2019 the City completed reconstruction of Fountain Square located at the intersection of Davis Street, Sherman Avenue, and Orrington Avenue in downtown Evanston. The work included a variety of infrastructure improvements including a new zero-depth fountain, curb-less streetscapes, intersection updates, and public plaza expansions. The zero-depth fountain was designed by Christopher B. Burke Engineering (CBBEL), and The Waterworx Company. The fountain was constructed by Copenhaver Construction, RJ O'Neil, Fountain Technologies, The EA Group Limited, and Lifeline Plumbing.

In 2019 the newly installed zero-depth fountain was opened for use and quickly became a popular and playful amenity for the public. In 2020 the fountain was not operated due to COVID-19. In 2021 while the fountain was going through startup procedures, it became evident that significant water loss was occurring. After inspecting the fountain, it was discovered that the concrete substructure had numerous cracks and spalls.

In June of 2021, Wiss Janney Elstner Associates, Inc. (WJE), a structural and forensic engineering firm, was employed to evaluate the observed issues with the concrete substructure. On June 21, 2021, WJE provided an assessment of the concrete distress which is attached to this document. WJE's report concluded that "the placement and the size of the waterstops used within the horizontal construction joints is the primary cause of the observed cracking and concrete spalling on the interior wall surfaces". By installing oversized and incorrectly placed bentonite waterstops, numerous horizontal joints throughout the substructure experienced cracking, spalling, and displacement when the bentonite material expanded to perform its in-service function. This failure, which is diffuse throughout the substructure, rendered the fountain unusable and it has remained so to this day.

In 2021, the City worked with CBBEL to prepare several iterations of repair or reconstruction alternatives. WJE's assessment provided conceptual guidance on a repair strategy but the City was concerned that a repair would not provide a desired 20-year service life with particular concern for the supply/suction piping below the substructure which, if damaged during a repair project, would be inaccessible. As a result, in early 2022, the City released an RFP and received pricing to reconstruct the fountain at a cost of roughly \$1.8 million. That work however was never awarded and the fountain remains inoperable.

The City is currently interested in revisiting the fountain reconstruction project. The intent of this RFP is to procure the services of a Design/Build Contractor (DBC) to assess the fountain's condition (including the substructure failures, mechanical system, electrical system, controls, piping, jets, lighting and related components), document required improvements, and construct those improvements by June 1, 2027. The DBC and City will initially execute AIA Contract A141-2024 (Standard Form of Agreement between Owner and Design-Builder) for Phase 1 (Design) to assess and design the fountain reconstruction. Once a repair solution is prepared and priced, the DBC and City will execute an AIA A141-2024 Design Build Contract Amendment for Phase 2 (Construction) to construct the improvements. Once construction is complete, the DBC (or their designated fountain operator) and City will execute a 5-year maintenance contract for Phase 3 (Maintenance) to operate the fountain system and ensure its successful performance.

1.2 Available City of Evanston Data and Assistance includes:

1. Issued for Construction documents (PDF and AutoCAD)
2. Record documents of installed materials/equipment
3. WJE Report
4. CBBEL Repair/Reconstruction Designs
5. City of Evanston staff project management

1.3 General Information

The contract term desired is to complete all reconstruction work and start up the fountain by June 1, 2027. The five-year maintenance services contract shall extend from June 2027 through June 2032.

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

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

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

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

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

2.0 SCOPE OF WORK

Phase 1 – Design

Task 1 – Evaluation

The selected DBC shall review and assess the fountain system's existing conditions including, but not limited to, the concrete substructure, granite surface, nozzles, lighting, piping systems, pumping equipment, water treatment and filtration systems, mechanical components, related appurtenances in the equipment vault, electrical equipment, fountain and lighting controls, hardware, firmware, software and other related items. Work may include site surveying, equipment testing, material sampling, selective demolition/deconstruction, and other on-site activities necessary to fully examine and understand the needed improvements. A report shall be prepared that details the findings and outlines recommended strategies to reconstruct the fountain systems. Respondents shall minimally include complete reconstruction of the fountain substructure, below grade piping, and granite/unit paver surfaces. Mechanical, electrical and controls systems shall be either reconstructed or refurbished/modernized as the DBC's evaluation dictates.

The evaluation task shall include open book cost estimating services to assess anticipated pricing for the proposed repair strategies to allow the City to select the most appropriate and cost effective solutions available.

Task 2 – Design and Documentation

The selected DBC shall design and prepare all documentation required to perform the reconstruction work including the preparation of drawings, specifications, and material/product submittals. The DBC shall review these documents with the City as they are being developed at 75%, and 100% completion levels for input and discussion. The DBC shall work with the City and modify these documents as needed to adapt to any concerns raised by the City during the development of these documents.

The design and documentation task shall include open book cost estimating services at each milestone submittal to validate anticipated pricing for the proposed reconstruction solutions.

Task 3 – Permitting

The selected DBC shall prepare all permit applications required for the project, including but not limited to, the City of Evanston, Illinois Department of Public Health, Metropolitan Water Reclamation District of Greater Chicago, and Illinois Environmental Protection Agency. The selected DBC shall address any and all corrections or comments the permitting agencies provide and shall obtain permit approval from each agency prior to proceeding with construction.

Phase 2 – Build

Task 1 – Construction

The selected DBC shall construct the improvements including all aspects of the work required to produce a fully functional zero-depth fountain. All material, and labor provided by the selected DBC shall include a minimum 2-year warranty.

The selected DBC's work shall include all site protection, traffic control, demolition, excavation, removals, hauling, disposal, procurement, coordination, construction, installation, material testing, system testing, and similar work required to execute the construction including, but not limited to:

- a. Procuring and coordinating the necessary products and services of subcontractors and suppliers to execute the work.
- b. Erecting and maintaining site protection such as barricades and fencing to protect the public and the worksite.
- c. Coordinating with the City and the public throughout the construction process to share information and updates as well as to address questions and concerns.
- d. Demolishing and/or salvaging materials and equipment to prepare the site for reconstruction.
- e. Reconstructing the fountain system including new below grade piping, new concrete substructure, new granite pavements, new unit pavements, refurbished or new nozzles, refurbished or new lighting, refurbished or new mechanical equipment, refurbished or new water treatment and filtration systems, refurbished or new related appurtenances, refurbished or new electrical equipment, and refurbished or new fountain and lighting controls (hardware, firmware, and software).
- f. Coordinating with subcontractors, suppliers, permitting agencies and the City throughout the construction process to execute a well integrated and complete installation.

Task 2 – Commissioning

Perform fountain commissioning services to test, and verify the reconstructed fountain is operating as intended and to correct any operational deficiencies. Provide a report summarizing the findings of the commissioning work and make any/all corrections identified in the report to ensure proper operation.

Phase 3 – Maintenance

The selected DBC or their designated fountain operator shall provide the following fountain maintenance services between May 1 and October 15 from 2027 through 2032. Maintenance services shall meet or exceed the requirements set forth in the Attachment 4 - Maintenance Contract:

- a. Perform all weekly, monthly, and annual maintenance activities
- b. Perform all pre-start-up checklists and inspections
- c. Perform all spring start-up and fall shut-down services at the beginning and ending of each operational season
- d. Perform emergency repair services (on an hourly rate basis)
- e. Manage and maintain appropriate water treatment

3.0 INSURANCE

The DBC 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 DBC, and insuring DBC against claims which may arise out of or result from DBC's performance or failure to perform the Services hereunder.

The DBC 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 and Occupational Diseases - 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.

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

4.0 SUBMITTAL REQUIREMENTS

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

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

A. Cover Letter

The cover letter will include the following:

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

B. Qualifications and Experience of Firm and/or Team

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

C. Key Personnel

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

D. Fees

Provide a copy of your Phase 1 fees/prices on the attached Proposal Cost Table.

E. Contracts

The DBC and City will initially execute AIA Contract A141-2024 (Standard Form of Agreement between Owner and Design-Builder) to evaluate, design and permit the work (Phase 1). Once a reconstruction solution is prepared and priced, the DBC and City will execute an AIA A141-2024 Contract Amendment to construct and commission the fountain (Phase 2). Once construction and commissioning is complete, the DBC and City will execute the attached 5-year maintenance contract to operate the fountain system and ensure its successful performance (Phase 3).

Respondents shall identify all exceptions to the agreements that would prevent your Firm from executing them. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.

5.0 ADDITIONAL INFORMATION

A. Taxes

1. Federal Excise Tax does not apply to materials purchased by the City of Evanston by virtue of Exemption Certificate No. A-208762, Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Evanston by virtue of Statute.
2. The City of Evanston is exempt from Illinois Sales Tax by virtue of Exemption Identification number E9998-1750.
3. The City's federal tax ID number is 36-6005870.

B. Permits and Fees

The DBC must secure and pay for any licenses required by the City of Evanston. Necessary building permits will be required, but all City permit fees will be waived and moneys for same must not be included in DBC pricing. The City will pay for all other permits (such as IDPH) separately.

C. Local Preference Policy

The Evanston City Council reserves the right to award the contract to an Evanston firm if the firm's bid is within five (5%) percent of the low bid of a non-Evanston firm.

D. Warranty

1. The DBC warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.
2. The DBC warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of two (2) years from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.
3. The DBC warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective kind, free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.
4. The DBC shall repair or replace any item or component part thereof found not to be in conformity with this paragraph provided the City notified the Seller of such nonconformity within two (2) years after initial use. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, the City may undertake or complete such replacement or repair for Seller's account, and the seller will be responsible for any additional costs. Acceptance shall not relieve the seller of its responsibility.

E. Default

Time is of the essence as to the awarded contract and, of delivery or acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

F. Governing Law

This contract shall be governed by and construed according to the laws of the State of Illinois. In the event of litigation, the venue will be Cook County, Illinois.

G. Equal Employment Opportunity

1. In the event of the DBC's noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the DBC may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City of Evanston, and the contract may be canceled 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.
2. During the performance of this contract, the DBC agrees as follows:
 - a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does 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. DBC 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 or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
3. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the DBC's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the DBC in its efforts to comply with such Act and Rules and Regulations, the DBC will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.
7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance sub-contract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply sub-contract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor. In the same manner as with other provisions of this contract, the DBC will be liable for compliance with applicable provisions of this clause by all its sub-contractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any sub-contractor fails or refuses to comply therewith. In addition, no DBC will utilize any sub-contractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

H. Coordination of Existing Site with Drawings

1. Before submitting a proposal, respondents shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations.
2. Should a respondent find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, the respondent should at once notify the Purchasing Specialist, who will issue necessary instructions to all respondents in the form of an addendum.

I. Affirmative Action in Sub-Contracting (Excerpt from Resolution 59-R-73)

"Contractor agrees that he shall actively solicit bids for the sub-contracting of goods or services from qualified minority businesses. At the request of the City, Contractor shall furnish evidence of his compliance with this requirement of minority solicitation. Contractor further agrees to consider the grant of sub-contracts to said minority bidders on the basis of substantially equal bids in the light most favorable to said minority businesses. Contractor further affirms that in obtaining his performance and bid bonds, he will seek out and use companies who have records of, and/or who will make commitments to, the bonding of minority contractors on a rate basis comparable to their bonding of similar non-minority contractors. The contractor may be required to submit this evidence as part of the bid or subsequent to it."

J. Compliance with Laws

Respondents shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and City Governments, which may in any manner affect the preparation of proposals or the performance of the contract.

K. Qualification of Respondents

1. All respondents must be qualified in accordance with the instructions, procedures and methods set forth in this specification.
2. In awarding contract, City may take into consideration, skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work being carried on by bidder, quality and efficiency of construction equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, necessity of prompt and efficient completion of work herein described. Inability of any respondent to meet requirements mentioned above may be cause for rejection of the proposal. In addition, if the project covered by this contract is a minority set-aside project, the DBC's qualifications as a minority firm will determine the eligibility of the respondent to submit a proposal.

L. Competency of Respondent

1. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Evanston upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.
2. The respondent, if requested, must present within forty eight (48) hours evidence satisfactory to the Purchasing Manager of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

6.0 M/W/D/EBE GOALS

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

As the initial contract will be only for Phase 1 work, Respondents are asked to complete forms associated with this goal based on their overall intent for phases 1, 2, and 3.

7.0 LOCAL EMPLOYMENT PROGRAM REQUIREMENTS

In an effort to increase hiring of economically disadvantaged Evanston residents on certain City construction projects, the DBC shall comply with the provisions of the City of Evanston's Local Employment Program Ordinance (LEP) set forth in Section 1-17-1 (C) of the Evanston City Code. The intent of the LEP is to have Evanston residents employed at the construction site as laborers, apprentices and journeymen in such trades as electrical, HVAC, carpenters, masonry, concrete finishers, truck drivers and other construction occupations necessary for the project. Any questions regarding LEP compliance should be submitted in writing to Jessica Cooper, Workforce Development Coordinator at jcooper@cityofevanston.org or Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org. **NOTE: CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP) available on the City website at: [Ordinance 60-O-14 Amendment LEP](#).**

As the initial contract will be only for Phase 1 work, Respondents are asked to complete forms associated with this program based on their overall intent for phases 1, 2, and 3.

8.0 RESPONSIBLE BIDDER POLICY

All contractors must follow the requirements of Ordinance 23-O-25, the City's Responsible Bidder Ordinance. Ordinance 23-O-25 is attached hereto for reference. The following items are required of all contractors:

1. **Local Employment Program (LEP):** Contractors must ensure that at least 15% of total on-site work hours are performed by Evanston residents and that at least one Evanston resident is hired. These obligations apply across all tiers of subcontractors and must be documented.
2. **Apprenticeship Training Program:** Bidders shall submit evidence of enrollment in a U.S. Department of Labor registered Apprenticeship Training Program for each construction craft performed. These programs must have graduated at least five apprentices in each of the last five years.
3. **Minimum Performance Threshold:** Named bidder must directly perform at least 25% of project services. Affiliates or subsidiaries do not count toward this percentage.
4. **Commercially Useful Function:** All contractors and subcontractors must actively manage and perform contract work. Excessive subcontracting or pass-through participation may result in disqualification.
5. **Subcontractor Disclosure:** Submit the name, address, and documentation for all subcontractors with bid. Each subcontractor must comply with all requirements set forth in this template.

9.0 BIDDER SUBMITTAL REQUIREMENTS FOR RESPONSIBLE BIDDER ORDINANCE

Documentation or Certification	Description
OSHA Certification	10-hour or greater OSHA safety card copies for all employees on-site
Prevailing Wage Compliance	Statement confirming 5-year compliance with the Illinois Prevailing Wage Act

Substance Abuse Program	Copy of written program per 820 ILCS 265/1
Workers' Compensation Policy	Active policy and classification documentation
UI Act Registration	IDES current registration
Corporate Status	Illinois Secretary of State Business Services record
Tax and Legal Disclosures	List of liens, judgments, or violations from the last 5 years
Business Licenses	Copies of all relevant licenses with current status
Statement of Similar Projects	Last 5 years' public works projects with references
Performance History	Public body contracts completed in the last 3 years
Subcontractor Information	Full documentation for each subcontractor
Sam.gov ID Number	ID Number to be used on projects with State or Federal Funding

If applicable, compliance documentation under:

1. Davis-Bacon and Related Acts
2. Employee Certification Act
3. 720 ILCS 5/33-11 Anti-Bid Rigging Certification

Additional contractor responsibilities include:

- Submission of certified payrolls within five (5) working days of each pay period end
- Identification of all employees by name, address, craft, status, and hire date
- Documentation that all employees are properly classified and licensed
 - Notification within two (2) business days of any resident employee resignations or terminations
 - Replacement of Evanston resident employees within five (5) business days to avoid penalties
 - Provision of required documentation prior to any subcontractor commencing work

Failure to meet these requirements may result in penalties of up to 1% of the approved project price and may jeopardize future eligibility for City contracts.

10.0 PROJECT LABOR AGREEMENT NOTICE (if required)

A Project Labor Agreement (PLA) may be required. If so, all successful bidders must become signatories to the PLA for the duration of the project. There is no requirement to affiliate with a union, and non-union bidders are fully eligible.

11.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a

recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the City Council for final approval.

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

- A. Qualifications and Expertise
- B. Project Approach
- C. Price
- D. Organization and Completeness of Proposal
- E. Willingness to Execute the Project Agreements
- F. M/W/D/EBE and LEP Participation

12.0 SELECTION PROCESS

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

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

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

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

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

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

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

13.0 PROPOSED SCHEDULE

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

1.	RFP issued	<u>October 2, 2025</u>
2.	Non-mandatory Pre-Proposal Conference.....	<u>October 9, 2025</u>
3.	Last Day to submit questions.....	<u>October 14, 2025</u>
4.	Final Addendum Issued.....	<u>October 20, 2025</u>
5.	RFP Submission Due Date.....	<u>November 4, 2025</u>
6.	City Council Award of Contract.....	<u>January 12, 2026</u>
7.	Contract Effective	<u>February 9, 2026</u>
8.	Complete Phase 1 (Design).....	<u>June 1, 2026</u>
9.	Complete Phase 2 (Build).....	<u>June 1, 2027</u>
10.	Complete Phase 3 (Maintenance)	<u>October 15, 2032</u>

14.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Tammi Nunez, Purchasing Manager at tnunez@cityofevanston.org with a copy to Stefanie Levine, Senior Project Manager at slevine@cityofevanston.org.

15.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide DBC with information to enable DBC to render the Services hereunder, or DBC may develop confidential information for City. DBC agrees (i) to treat, and to obligate DBC'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 DBC 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 DBC on a confidential basis from any third party unless DBC 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 DBC's control, the DBC 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 DBC shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable.

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify

the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal

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

C. Exceptions to Specifications

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

D. Hold Harmless

DBC 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 DBC or DBC's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The DBC 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, DBC 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 DBC of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by DBC 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, DBC 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 DBC 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.

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

E. Addenda

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

F. Term

The design build contract will begin upon execution of the contract and will terminate on June 1, 2027. The maintenance contract will begin after construction is complete and a contract is executed and will terminate on October 15, 2032. The City may terminate either contract for either cause or convenience. Proposer must fully complete the work within the period specified herein after award of the contract by the City.

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

1. During design, the DBC shall submit monthly invoices detailing the services provided, project, professional staff, and hours. Please note that failure to

- provide a detailed invoice could result in delay of payment and include termination of any agreement.
2. Progress payments during construction will be made in accordance with AIA Contract A141-2024, less a 10% retainage for each payment, which will be held until final acceptance of the work by the City. Certification of each Application for Payment will be made by the City's representative.
 3. All payments will be made in accordance with *Illinois Local Government Prompt Payment Act*.

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 any way with the Firm, and the Firm's employees or sub-contractors.

All proposers shall identify and describe with particularity any issue. The City, and not the Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City's sole discretion, result in the Proposer's

response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer's non-compliance with this Section.

N. Sub-contractors

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

O. Contact with City Personnel

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

P. Costs Incurred

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

Q. Notice to Proceed / Purchase Order / Contract

1. The City-issued Purchase Order serves as the City's official Notice to Proceed. No work will be allowed prior to DBC receipt of the City issued Purchase Order.
2. Upon approval of the required bonds and insurance documents, the City will issue a Purchase Order to the DBC for the contract amount. All Applications for Payment must reference the Purchase Order number.
3. When it is necessary to issue a Change Order that increases/decreases the contract amount, a Change Order form will be issued and a modified Purchase Order will be issued reflecting the revised contract amount.
4. When it is necessary to issue a Change Order that only increases/decreases the contract period, only a Change Order form will be issued, establishing the revised contract period.
5. Upon Award the DBC shall execute AIA Contract A141-2024.

R. Decisions to Withhold Certification for Payment

The City may not certify payment and may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, if the quality of the work is not in accordance with the contract documents. If the City is unable to certify payment in the amount of the invoice, the City will promptly issue payment for the amount of the Work completed in accordance with the contract documents. The City may not certify payment due to any DBC negligence or contract non-compliance.

1. Defective work not remedied
2. Third party claims filed or reasonable evidence indicating probable filing of such claims
3. Failure of DBC to make payments properly to Sub-contractors for labor, materials or equipment
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum
5. Damage to the City or another contractor
6. Reasonable evidence that the work will not be completed within the Contract period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
7. Persistent failure to carry out work in accordance with the Contract Documents.

S. Changes in Work

1. The City reserves the right to make changes in the plans and specifications by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
2. No change shall be made unless a written Change Order and/or modified Purchase Order is issued by the City stating that the City has authorized the change, and no claim for an addition to the contract shall be valid unless so ordered.
3. If such changes diminish the quantity of work to be done they shall not constitute a claim for damage or anticipated profits on the work, such increase shall be paid in one or more of the following ways:
 - a. by estimate and acceptance in lump sum
 - b. by unit prices named in the contract's bid form or subsequently agreed upon
4. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal.

T. Deduction for Uncorrected Work

If the City deems it expedient to correct work damaged or not done in accordance with the contract, the difference in value, together with a fair allowance for damage shall be deducted from the contract amount due. The value of such deduction shall be determined by the City.

U. City's Right to Terminate Contract

The City reserves the right, in addition to other rights to termination, to terminate the contracts in accordance with all provisions of the executed contract.

V. Liens

Neither the final payment nor any part of any retained percentages, shall become due until the DBC, if required, delivers to the City, a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made the DBC shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and attorney's fees.

W. Separate Contracts

1. The City reserves the right to let other contracts in connection with this work. The DBC shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his or her work with theirs. If any part of the DBC's work depends on proper execution or results upon the work of any other contractor, the DBC shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. DBC's failure to so inspect and report shall constitute an acceptance of other contractor's work as fit and proper.
2. To ensure the proper execution of his or her subsequent work, the DBC shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the drawings which will affect his or her work.

X. Protection & Safeguards

1. Unless otherwise specified, the DBC, as a part of this contract, shall provide, erect and maintain temporary roads, fences, bracing, lights, warning signs, barricades, etc. necessary for the protection of the construction materials, adjacent property and the public.
2. The DBC shall contact all utilities which will be affected by its operations and notify the owners of the utilities of its operations and their limits within forty-eight (48) hours prior to beginning construction. The DBC shall be responsible for damage to utilities and shall, at his or her own expense, restore such property to a condition equal to that which existed before its work, as may be directed by the owners.
3. The DBC shall protect all work and unused materials of this contract from any and all damage and shall be solely responsible for the condition of such work and materials.

Y. Material Storage

On-site areas may be designated for material/equipment storage. The DBC will assume all risk and liability associated with the storage of material/equipment at on-site locations.

Z. Cleaning Up

1. The DBC shall at all time keep the premises free from accumulation of waste material or rubbish caused by its employees or work and at the completion of the

work it shall remove all its rubbish, tools, and surplus materials from the premises, leaving the area in a neat and workmanlike condition. In case of dispute, the City may remove the rubbish and charge the cost to the DBC.

2. DBC recognizes that proper cleanup and removal of construction debris is an important safety consideration. The DBC shall be solely responsible for daily construction site/area cleanup and removal of all construction debris in accordance with City-approved disposal practices. DBC shall be solely responsible for identifying and removing at its expense all hazardous material and waste which it uses and generates.

AA. Restoration of Site

1. Prior to final payment, DBC shall fully restore all property disturbed or damaged during the course of this work. This includes, but is not limited to public property, (walks, curbs, roadways, trees, etc.) private property, and utilities. This shall also include removal of temporary facilities erected during the course of this contract and restoration of these areas.
2. All restoration work shall be subject to the approval of the City and shall restore the property to a condition at least equal to that existing prior to the start of this contract.
3. All restoration work of property damaged by DBC shall be accomplished at the sole expense of the DBC.

BB. Prevailing Wage

1. DBC shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bids/bids in strict compliance therewith.
2. All work performed on new and existing projects must be submitted to Illinois Department of Labor through the certified transcript of payroll portal. You may access the portal here: [Certified Transcript of Payroll Portal](#)
 - a. All contractors and sub-contractors on public works projects **must submit and upload certified payrolls** on a monthly basis to the **IDOL** online portal, provide a pdf copy to the City's project manager and business work force development coordinator, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records her or she knows to be false is a Class B misdemeanor.
3. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
4. All certified payrolls shall be submitted in electronic format, preferably a PDF file.
5. As a condition of receiving payment, DBC must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law

(Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-1710; <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx> compliance with prevailing wage requirements), (iii) pay its suppliers and sub-contractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

CC. DBC Requirements

1. The DBC shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities. The scale of wages to be paid shall be obtained from Illinois Department of Labor and posted by the DBC in a prominent and accessible place at the project work site.
2. The DBC certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).
3. The DBC certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum, the following information: (1) the illegality of sexual harassment, (2) the definition of sexual harassment under State law, (3) a description of sexual harassment utilizing examples, (4) the DBC's internal complaint process including penalties, (5) legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (6) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.
4. The DBC shall abide by the "Illinois Preference Act" which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the DBC shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the DBC and approved by the project engineer.

DD. Sub-Contractors

- A. The term "sub-contract" means any agreement, arrangement or understanding, written or otherwise between DBC and any person (in which the parties do not stand in the relationship of an employer or an employee) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more Contracts under which any portion of the DBC's obligation under any one or more Contracts is performed, undertaken or assumed.
- B. The DBC is specifically advised that any person, firm or party, to whom it is proposed to award a sub-contract under this contract must be acceptable to the

City. Approval for the proposed sub-contract Award cannot be given by the City until the proposed Sub-contractor has submitted evidence showing that it has fully complied with any reporting requirements to which it is, or was, subject.

- C. The DBC, shall, within ten (10) days after award of the Contract, submit to the City in writing, names and addresses and respective amounts of money for proposed contracts with Sub-contractors/major suppliers. The City will review and may direct the DBC that they shall not employ any that are not acceptable as provided above.
- D. The sub-contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities.

EE. Payments to Sub-Contractors

- 1. Within seven days after the receipt of amounts paid by the City for work performed by a sub-contractor under this contract, the DBC shall either:
 - a. Pay the sub-contractor for the proportionate share of the total payment received from the City attributable to the work performed by the sub-contractor under this contract; or,
 - b. Notify the City and sub-contractor, in writing, of his intention to withhold all or a part of the sub-contractor's payment and the reason for non-payment.
- 2. The DBC shall pay interest to the sub-contractor on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as allowed in item 2 above.
- 3. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- 4. The DBC shall include in each of its sub-contracts a provision requiring each Sub-contractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-contractor.
- 5. The DBC's obligation to pay an interest charge to a sub-contractor pursuant to this provision may not be construed to be an obligation of the City.

FF. Bond – Performance, Material & Labor

- 1. The successful DBC shall, within ten (10) calendar days after acceptance of the construction bid by the City, furnish a performance bond for 100% of the full amount of the contract from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company's rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+ level during performance of the contract, it will be the DBC's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements.
- 2. DBC shall submit with the construction bid a bid bond in the amount of 5% of the construction bid amount. A letter of credit may be furnished in lieu of a bid bond only if the following conditions are met: 1) An irrevocable letter of credit must be obtained from an accredited bank which shall include an agreement that the bank will honor a demand by the City for payment due to Plaintiff failure to complete the project. 2) An irrevocable letter of credit must be in

- writing and signed by an authorized representative of the bank. 3) The irrevocable letter of credit must expressly state that it is irrevocable until the bid has been awarded. 4) The letter of credit must be for the percentage specified in the bid documents.
3. The City may reject the use of an irrevocable letter of credit if the financial soundness of the issuing bank is found to be unacceptable.
 4. In the event that the DBC fails to furnish a performance bond in said period of ten (10) calendar days after acceptance of the construction bid by the City, the City may withdraw its acceptance of the bid and retain the DBC's deposit as liquidated damages and not as a penalty.
 5. If the DBC has more than one project for which there is a contract with the City of Evanston the DBC shall provide a separate Performance Bond for each project.

GG. DBC's Liability Insurance

1. THE DBC SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL THEY HAVE OBTAINED ALL INSURANCE REQUIRED HEREIN AND SUCH INSURANCE HAS BEEN APPROVED BY THE CITY. Nor shall the DBC allow any sub-contractor to commence work until all similar insurance required of the sub-contractor has been so obtained.
2. The City of Evanston shall be named as an additional insured on the policy of the DBC for whatever the policy limits are for the DBC, but in no event shall the Comprehensive General Liability limits be less than \$3,000,000.00.
3. If the DBC has more than one project for which he has a contract with the City of Evanston there shall be separate Certificates of Insurance naming the City as an additional insured on each separate policy.
4. In the event of accidents, injuries, or unusual events, whether or not any injury occurred, the DBC shall promptly furnish the City with copies of all reports of such incidents.
5. The DBC shall furnish one (1) copy of a certificate, with the City named as an additional insured, showing the above stated minimum coverage with insurance company acceptable to the City.

HH. Pre-Construction Meeting

A pre-construction meeting will be scheduled for the successful DBC at a date immediately following awarding of the construction contract.

II. Liquidated Damages

1. The DBC shall, and agrees to pay, per calendar day, the amount listed in the Schedule of Deductions presented in Article 108.09 of the Standard Specifications (based upon the total Contract Price) as liquidated damages for failure to meet the completion deadline identified below:
 - a. Substantial Completion Deadline: June 1, 2027
2. Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its intended use. Substantial Completion will be certified by the issuance of a Certificate of Substantial Completion, to be issued by the City's representative, when the DBC has satisfied the above statement.

JJ. Extension of Time

Delays due to causes beyond the control of the DBC other than such as reasonable would be expected to occur in connection with or during the performance of the work, may entitle the DBC to an extension of time for completing the work sufficient to compensate for such delay. No extension of time shall be granted, however, unless the DBC shall notify the City in writing thereof, within ten (10) days from the initiation of the delay and unless he shall, within ten (10) days after the expiration of the delay, notify the City in writing of the extension of time claimed on account thereof and then only to the extent, if any, allowed by the City.

KK. Default

1. The City may, subject to the provisions of this section, by written notice of default to DBC, terminate the whole or any part of this contract in any one of the following circumstances:
 - a. if the DBC fails to perform the services within the time specified herein, or any extension thereof; or
 - b. if the DBC fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure failure within a period of 10 days (or such other extended period as the City may authorize in writing) after receipt of notice from the City specifying such failure
2. In the event the City terminates this contract in whole or in part as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the DBC will be liable to the City for any excess costs for such similar services.
3. The DBC will not be liable for any excess of costs if acceptable evidence has been submitted to the City that the failure to perform the contract was due to causes beyond the control and without fault or negligence of the DBC.
4. DBCs who default may not be considered for awards of future City contracts.

LL. Use of Premises

The DBC shall confine his apparatus, the storage of materials and the operations of his workers, to limits indicated by law, ordinances, permits or directions of the City.

MM. Disclosures and Potential Conflicts of interest (30 ILCS 500/50-35)

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 bids, the City of Evanston requires all Respondents including owners or employees to investigate whether a potential or actual conflict of interest exists between the Respondent and the City of Evanston, its officials, and/or employees. If the Respondent discovers a potential or actual conflict of interest, the Respondent must disclose the conflict of interest in its bid, 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 Respondent from consideration. Information provided by Respondents in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the bidding process.

The City of Evanston requires all Respondents to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a response, all Respondents acknowledge and accept that if the City of Evanston discovers an undisclosed potential or actual conflict of interest, the City of Evanston may disqualify the Respondent and/or refer the matter to the appropriate authorities for investigation and prosecution.

Exhibit A

**PROPOSAL PRICING FORM
PHASE 1 – DESIGN**

Task	Consultant / Subconsultant	Cost
Task 1 – Evaluation		
		\$
		\$
		\$
		\$
		\$
Task 2 – Design and Documentation		
		\$
		\$
		\$
		\$
		\$
Task 3 – Permitting		
		\$
		\$
		\$
		\$
		\$
Reimbursable Expenses		\$
Grand Total		\$

EXHIBIT B

RBO COMPLIANCE CERTIFICATION

[Company Letterhead]

City of Evanston – Bid Compliance Certification

We hereby certify that [Company Name] is in full compliance with the requirements set forth under Ordinance 23-O-25, attached hereto, including but not limited to all applicable provisions under Section 1-17-1 of the Evanston City Code.

Our company has reviewed and will adhere to:

- The Local Employment Program (LEP), including the hiring of Evanston residents and achieving 15% of project hours performed by said residents.
- The Apprenticeship Training Program requirement, with attached documentation of program participation and graduation rates.
- The prohibition on excessive pass-through subcontracting; we will perform a minimum of 25% of the contracted work directly.
- All certification and documentation obligations outlined in the ordinance.

Signed: _____

Name: _____

Title: _____

Company Name: _____

Project Title: _____

Project Number: _____

Date: _____

EXHIBIT B

RBO COMPLIANCE CERTIFICATION

[Company Letterhead]

City of Evanston – Legal & Regulatory Compliance Certification

I, [Authorized Representative Name], hereby certify that [Company Name] complies with and has provided documentation for each of the following:

- Illinois Prevailing Wage Act (past 5 years; no violations)
- Substance Abuse Prevention on Public Works Project Act (written policy included)
- Workers' Compensation Act (policy attached, correct classification)
- Unemployment Insurance Act (IDES registration included)
- Employee Classification Act
- Davis-Bacon Act (if applicable)
- Registered in Sam.Gov (if applicable)
- Unique Entity Identifier (UEI) (if applicable)
- Corporate good standing with the Illinois Secretary of State
- Illinois Department of Revenue registration
- No federal, state, or local tax liens or delinquencies within the past 5 years
- Disclosure of any violations or determinations by federal or state authorities related to contracting, safety, tax, licensing, or labor laws.

Signed: _____

Name: _____

Title: _____

Project Title: _____

Project Number: _____

Date: _____

EXHIBIT B

RBO COMPLIANCE CERTIFICATION

[Subcontractor Letterhead]

City of Evanston – Subcontractor Compliance Certification

Subcontractor Name: _____

Prime Contractor: _____

Project Title: _____

Project Number: _____

I hereby certify that [Subcontractor Name] will comply with all City of Evanston ordinance requirements applicable to public works contracts, including Local Employment Program provisions, Apprenticeship Program participation, and regulatory compliance obligations listed under Ordinance 23-O-25.

All documentation and certifications have been submitted to the prime contractor and will be furnished to the City upon request.

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

CITY OF EVANSTON LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE

Effective Date January 1, 2015

City of Evanston Ordinance 60-O-14, Local Employment Program (LEP) Penalties:

Ordinance 60-O-14, Amendment to the MWDEBE/LEP revising the penalty section from a \$100/per day to a 1.0% of total project value penalty can be found at: Ordinance 60-O-14 Amendment MWEDBE LEP of the Evanston City Code Section 1-17-1 (C) can be found at Municode Library. The following are excerpts from Ordinance 60-O-14, Amending City Code Section 1-17-1(C) (11): Penalty.

If the contractor or sub-contractor fails to comply: The City may impose a fine up to one percent (1.0%) of the approved project price in total. Contractors or sub-contractors that are out of compliance due to a resident termination or resignation shall immediately notify the Business Workforce Compliance Coordinator of this occurrence within two (2) business days. Subsequently, the contractor or sub-contractor shall have five (5) additional business days to replace a terminated or resigned worker with another resident.

If the contractor or sub-contractor fails to comply: If the contractor or sub-contractor fails to make the replacement or to notify the Business Workforce Compliance Coordinator of this occurrence, the offending party will also be subject to a penalty up to one percent (1.0%) of the approved project price. If the noncompliant contractor makes a good faith effort to replace the resident, the fine may be waived.

If the contractor or sub-contractor fails to comply: At the sole discretion of the City, a contractor or sub-contractor that has violated the terms of the Local Employment Program within a three-year period may be determined a non-responsible bidder and excluded from bidding on future projects for a period of not less than one year.

If the employee (LEP Evanston resident) fails to comply: At the sole discretion of the City, an employee that has been hired through the LEP may be removed from the program for a period of not less than one year for failing to adhere to program guidelines or due to termination by the contractor for cause. Such termination process will be reviewed by the Workforce Development Coordinator.

****Detailed Local Employment Program Instructions “How to Comply” can be found at: [Local Employment Program Detailed Instructions](#)**

Local Employment Program or Exhibit F Questions: City staff is available for assistance to help with compliance. Submit questions in writing to Jessica Cooper, the Workforce Development Coordinator at jcooper@cityofevanston.org or Tammi Nunez, Purchasing Manager at tnunez@cityofevanston.org.

EXHIBIT C
LOCAL EMPLOYMENT PROGRAM COMPLIANCE
CITY CODE SECTION 1-17-1(C): LOCAL EMPLOYMENT PROGRAM

I have read and understood the requirements of the City of Evanston Local Employment Program ("LEP") as set forth in City of Evanston Code Section 1-17-1(C): Local Employment Program. I intend to comply with the program as follows:

Estimated total labor cost = \$ _____ 15% of total labor cost = \$ _____

_____ My total bid, including all alternates, is under \$250,000, and the LEP does not apply.

_____ My total bid, including all alternates, is equal to or greater than \$250,000, and I already employ, and will continue to employ for the duration of the contract for which I am submitting this bid, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.

_____ My total bid, including all alternates, is equal to or greater than \$250,000, and I will employ, for the duration of the contract for which I am submitting this bid, through use of the City of Evanston database or otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.

_____ My total bid, including all alternates, is equal to or greater than \$250,000, and I have been unable to comply with the LEP requirements but am willing to work with the City to achieve compliance.

_____ My total bid, including all alternates, is equal to or greater than \$250,000, and after having made sincere attempt to comply as noted below, I seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section "Reasons for Waiver Request" below.

I UNDERSTAND THAT FAILURE TO COMPLY WITH THE LEP, REGARDLESS OF INTENT, MAY RESULT IN MAXIMUM PENALTY AS SET FORTH IN CITY CODE SECTION 1-17-1(C)(11), AS AMENDED.

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

REASONS FOR WAIVER REQUEST: PLEASE CHECK ALL THAT APPLY AND COMPLETE INFORMATION REQUESTED:

1. I have made sincere attempt as otherwise indicated below but have nonetheless been unable to comply.
- a. I do or will employ Evanston residents for the project, but such employment amounts to ____% of total labor cost.
2. The nature of the job is so technical that after having made sincere attempt as otherwise indicated below, I have been unable to locate any Evanston residents qualified to perform any aspects of the work. Please describe applicable job requirements/qualifications. Attach separate sheet if necessary:

***THE FOLLOWING DEMONSTRATE SINCERE ATTEMPT TO COMPLY: PLEASE CHECK EACH BOX COMPLETED, AS APPLICABLE:**

3. I have utilized the local resident database and otherwise worked with the City in attempt to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply;
4. I have placed one or more ads in a local newspaper seeking to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply; and
5. If I am utilizing union labor, I have contacted Chicagoland labor unions to request Evanston residents for employment in compliance with LEP on this project and have nonetheless been unable to comply.

I have read The City of Evanston, Local Employment Program (LEP) requirements as set forth in City Code Section 1-17-1(C): Local Employment Program. I understand and will comply with the LEP requirements for this project with respect to the job and/or any waiver, as applicable. **I UNDERSTAND THAT IF MY APPLICATION IS NOT COMPLETE, MY BID MUST BE REJECTED.**

SIGNED:

Signature

Printed Name and Title

Date

On behalf of Company: _____

EXHIBIT D

City of Evanston M/W/D/EBE Policy

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

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)).

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

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

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

EXHIBIT E

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that,

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

This firm is a (check only one):

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

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

_____ Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.

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

Total proposed price of response \$ _____

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

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

Information on the M/W/D/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

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

- | | |
|--|--|
| ☐ Cook County | ☐ State Certification |
| ☐ Federal Certification | ☐ Women's Business Enterprise National Council |
| ☐ City of Chicago | ☐ Chicago Minority Supplier Development Council |

2. Attach business license if applying as an EBE

EXHIBIT E

M/W/D/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/DBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is _____.

MBE/WBE/DBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE/ DBE/EBE)	SERVICES PERFORMED	AMOUNT OF SUB- CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$	

EXHIBIT F

M/W/D/EBE PARTICIPATION WAIVER REQUEST

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

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

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

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

_____ 1. No M/W/D/EBEs responded to our invitation to bid.

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

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

_____ 3. No sub-contracting opportunities exist.

Please attach a written explanation of why sub-contracting is not feasible. Please provide details supporting your request.

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

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

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

Signature: _____
(Signature)

Date: _____

EXHIBIT G

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

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847-5259693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773-483-4000; Fax: 773-483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: info@chicagomsdc.org Shelia Hill, President			
Evanston Minority Business Consortium, Inc. P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: embcinc@aol.com			
Federation of Women Contractors 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312-360-1122; Fax: 312-360-0239 Email: FWCChicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312-666-5910; Fax: 312-666-5692 Email: info@haciaworks.org			
Women's Business Development Ctr. 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477 X220; Fax: 312-853-0145 Email: wbdc@wbdc.org Carol Dougal, Director			

PLEASE NOTE: Use of 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 H

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY (Only if Contract Exceeds \$10,000)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Name and Address of Bidder (Include ZIP Code)

IRS EMPLOYER I.D. NUMBER 36-_____

1. Bidder has participated in a previous contract or sub-contract subject to the Equal Opportunity Clause. ☐ Yes ☐ No
2. Bidder has filed all compliance reports due under applicable instructions. ☐ Yes ☐ No
3. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ☐ Yes ☐ No

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT I

DISCLOSURE OF OWNERSHIP INTERESTS

City of Evanston Ordinance 15-0-78 requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their bid. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

1. Corporation () 2. Partnership () 3. Sole Owner () 4. Association ()

5. Other ()

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

SECTION I - CORPORATION

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

SECTION 2 – PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

- 3a. Trust number and institution.
-

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT J

ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: _____

Bid/Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

EXHIBIT K

**CERTIFICATE OF COMPLIANCE
WITH PREVAILING WAGE RATE ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq*, and as amended by Public Acts 86-799 and 86-693 and current City of Evanston Resolution, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

Name of Contractor: _____

By: _____

By: State of _____, County of _____

Subscribed and sworn to before me this _____ day

of _____, _____.

Notary Public

EXHIBIT L
MAJOR SUB-CONTRACTORS LISTING

The following Tabulation of Major Sub-contractors shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

- A. If awarded a Contract as a result of this Bid, the major sub-contractors used in the prosecution of the work will be those listed below.
- B. The following list includes all sub-contractors who will perform work representing 5% (five percent) or more of the total Base Bid.
- C. The sub-contractors listed below are financially responsible and are qualified to perform the work required.
- D. The sub-contractors listed below comply with the requirements of the Contract Documents.
- E. Any substitutions in the sub-contractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. All pertinent financial, performance, insurance, and other applicable information shall be submitted with the request for substitutions(s). Owner shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the Owner.

<u>Category</u>	<u>Name of Sub-contractor</u>	<u>Address and Telephone</u>

(Attach additional sheets as required)

END OF SECTION