

11/26/2013

71-R-13

A RESOLUTION

Authorizing the City Manager to Execute an Amendment to the Professional Services Agreement for performance of the Evanston Main Street Transit Oriented Development Study and Plan

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City Manager is hereby authorized and directed to execute a First Amendment to the Professional Services Agreement ("Amendment") by and between the City and Parsons Brinckerhoff for the performance of the *Evanston Main Street Transit Oriented Development Study and Plan*, attached hereto as Exhibit "1" and incorporated herein by reference is the Amendment.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Amendment as he may determine to be in the best interests of the City.

SECTION 3: This Resolution 71-R-13 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: December 12, 2013

EXHIBIT 1

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of the _____ day of December, 2013, by and between **PARSONS BRINKERHOFF** (hereinafter referred to as "Consultant") and **THE CITY OF EVANSTON, an Illinois municipal corporation** (hereinafter referred to as "City"). The Consultant and City shall be referred to collectively as the "Parties".

WITNESSETH

WHEREAS, the City and Consultant entered into that certain Professional Services Agreement dated February 25, 2013 (the "Agreement") (the terms and conditions of which are incorporated herein as Exhibit "A") for Consultant to perform certain services for a project entitled *Evanston Main Street Transit Oriented Development Study and Plan* (the "Project") after Consultant was awarded the contract pursuant to RFP 12-179; and

WHEREAS, Consultant agreed to complete the services that are outlined in the Agreement on or before October 1, 2013, however was not able to complete performance under terms of the Agreement; and

WHEREAS, Consultant and City desire to modify certain terms of the Agreement with respect to the Completion Date, subject to the terms, covenants and conditions of this First Amendment.

NOW THEREFORE, in consideration of the mutual observance of the covenants, conditions and promises set forth below and in consideration of the sale of the Real Estate, of TEN DOLLARS (\$10.00) and for additional consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

A. AGREEMENT IN FULL FORCE AND EFFECT; DEFINITIONS

The Parties acknowledge and agree that this First Amendment shall supercede, control and be deemed to modify the terms of the Agreement. In the event of any conflict between the terms and conditions of this First Amendment and the terms of the Agreement, the Parties unconditionally agree that the terms and conditions of this First Amendment shall supercede, prevail and dictate. Any term or condition of the Agreement not addressed within this First Amendment shall remain in full force and effect. The above-referenced recitals are incorporated herein.

B. COMPLETION DATE

Paragraph II language entitled "Completion Date" shall be redacted in full and replaced by the following language:

~~Consultant shall~~ complete the Services by March 31, 2014. This Agreement does not provide for a renewal of the Completion Date.

III. COUNTERPARTS

This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. For purposes of this First Amendment, facsimile and scanned signatures shall be considered the same as original signatures and shall be treated as valid and binding upon the parties hereto, provided, however, the parties shall exchange original signature pages as reasonably promptly following execution hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

PARSONS BRINCKERHOFF

CITY OF EVANSTON,
an Illinois municipal corporation

By: _____

By: _____

Print Name: _____

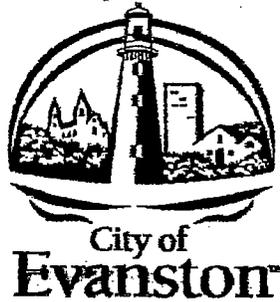
Print Name: Wally Bobkiewicz

Its: _____

Its: City Manager

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

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

*Evanston Main Street Transit Oriented Development Study and Plan
("the Project")*

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 25th day of February, 2013, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *Parsons Brinckerhoff*, with offices located at *230 West Monroe Street, Suite 900, Chicago, IL 60606* (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$125,000.

I. COMMENCEMENT DATE

Consultant shall commence the Services on February 25, 2013 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by October 1, 2013. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

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

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in (Exhibit A) the Consultant's Scope of Work as Revised – Main Street Station Transit Oriented Development (TOD) Plan; (Exhibit B) (1) Cost and Price Analysis - Professional Services Contracts/4400 Form; (2) PB Fee Schedule; (Exhibit C) Proposal for Evanston Main Street Station Transit Oriented Development Plan, As Submitted to City of Evanston, November 1, 2012; and (Exhibit D): the City's Request for Proposal/Qualifications No. # 12-179.

V. GENERAL PROVISIONS

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

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any

sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this

Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this

Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

G. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

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

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

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

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

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

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional

Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

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

City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

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

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may

be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;
- E.** Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F.** Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation

Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

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

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

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

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

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

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

IX. INTEGRATION

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

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or

contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

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

CONSULTANT:

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

By John Turitto
Its: SR. Vice President

By: Wally Bulmer
Its: C. H. Korman

FEIN Number: 11-153156-9

Date: 2-25-13

Date: 02/26/13

Approved as to form:

W. Grant Farrar
W. Grant Farrar
Corporation Counsel

EXHIBIT A – Project Milestones and Deliverables

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

- I. **COMMENCEMENT DATE:** February 25, 2013
- II. **COMPLETION DATE:** October 1, 2013
- III. **FEES:** \$125,000
- IV. **SERVICES/SCOPE OF WORK:**

As defined in RFP/Q # 12-179 (Exhibit B) and Consultants Response to Proposal

(Exhibit D)

Dated: November 1, 2012
as awarded on
February 25, 2013

Exhibit A

Scope of Work

Upon authorization to proceed, Parsons Brinckerhoff will immediately move ahead with the up-front coordination and tasks associated with specific project needs. Parsons Brinckerhoff's scope of work for this study is described below:

Task 1.0 – Project Initiation

An on-going task throughout this assignment is study management. The Parsons Brinckerhoff Team will be led by Tom Coleman, who has over 20 years experience in transportation planning. Parsons Brinckerhoff will develop and submit a draft Project Management Plan (PMP) at the kick-off meeting that will be used to guide the performance of the Parsons Brinckerhoff Team's activities throughout the life of this project. This plan is also a tool by which Evanston can monitor the Parson Brinckerhoff Team's performance during the course of this assignment. The PMP communicates to all members of the project team, the performance requirements and other information pertinent to project execution. The basic elements of the PMP include a project definition, scope of work, list of deliverables, assigned roles and responsibilities, baseline schedule with milestones for deliverables, budget, project control system, and contract administration. The PMP will reference the contractual scope of work and negotiated resource allocation. A proposed project schedule is included in Attachment A.

We propose having bi-weekly progress coordination by phone and monthly meetings in-person with the Evanston project manager to review the status of all tasks and schedule, including the discussion of issues, technical work, and public involvement coordination.

The foundation of our Quality Assurance/Quality Control (QA/QC) approach is our commitment to the appropriate level of independent checking that is required by the nature of the specific project or assignment. Parsons Brinckerhoff's Project Manager, Tom Coleman; and Rich Juvinal, our QA/QC reviewer, are all located in Parsons Brinckerhoff's Chicago office and will be responsible for ensuring the QA/QC Plan for this contract is implemented. We anticipate most of the quality procedures for this project will be accepted directly with little or no change from our standard reference procedures, which are available for your review. Our quality system has earned ISO 9001 quality certification, ensuring a systematic application of our quality program so that our work products will meet your expectations within budget and schedule constraints. Tom will assign every task to an experienced staff member and their work progress will be thoroughly checked by Tom and Rich Juvinal reviewer prior to submittal to the Evanston project manager.

The Parsons Brinckerhoff accounting system provides weekly hourly billings, financial, and progress information to aid in maintaining budget control. Client invoices and progress reports will be prepared every four weeks. The progress report will document the major achievements of the past four weeks, describe the activities anticipated for the next four weeks, provide an updated percent complete for the project, and detail any schedule modifications. A preliminary schedule for the project, based on months from the notice to proceed, is included in this proposal. When the Parsons Brinckerhoff team is selected to perform this work, this schedule can be refined during contract negotiations and will be modified as needed during the life of the project.

Parsons Brinckerhoff also proposes to use its internet-based collaboration tool, ProjectSolve2, which allows project teams to communicate, share documents, coordinate, and make sure that everyone is "in the loop". Parsons Brinckerhoff will use ProjectSolve2 for all internal document control and many project coordination activities, and will offer it to Evanston free of charge for this project. This would enable

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secure (password-controlled) access to key documents during the course of task order work, enabling better communication, coordination, and progress review. Parsons Brinckerhoff will furnish the ProjectSolve2 management tool at no cost to Evanston. Our Team will also provide training on the use of the site the project kick-off meeting.

Kick-off Meeting: Parsons Brinckerhoff Team's project manager, Tom Coleman, and key project team staff, will meet with Evanston project manager and staff to finalize the work plan, schedule, and study area boundaries, and to identify relevant issues/concerns. This "kick-off" meeting is designed to facilitate discussion and agreement on key milestones, meetings, schedules, procedures, communications protocols, and points of contacts and responsibilities. The kick-off meeting will address the following topics:

- Scope of Services and Deliverables
- Project approach, task sequencing, and project budget and schedules
- Organization, staffing levels, and responsibilities
- Quality-related Review Procedures
- Coordination with CTA, Metra, RTA, UPRR and other project stakeholders, public outreach, technical, and administrative activities
- City requirements – invoicing procedures/forms, etc.

Following the Kick-off meeting, Tom Coleman will prepare a Project Work Plan for submittal to the Evanston PM. This plan will include:

- Tasks and activities to be completed
- Project schedule with milestones and corresponding dates for deliverables
- Data collection and management plan
- Any additional key information outlining what activities remain to accomplish the work plan

A Steering Committee will be established by City staff consisting of representatives from City staff, neighborhood group representatives, residents and business owners. Our subconsultant, Active Transportation Alliance (ATA), already has established working relationships with the Evanston Pedestrian Safety Committee on pedestrian and bicycle safety issues in the study area. The Steering Committee will meet monthly as shown in Attachment A to provide study input, and to discuss recommendations and public outreach activities. The Parsons Brinckerhoff Team will develop initial project goals and objectives for the first meeting of the Steering Committee.

A Technical Advisory Committee (TAC) will be established by City staff with assistance from Parsons Brinckerhoff consisting of representatives from RTA, CTA, Metra, UPRR and City staff. The TAC will meet three times as shown in Attachment A. to provide study input, and to discuss recommendations and public outreach activities. The Parsons Brinckerhoff Team will review existing conditions, agency data collection and preliminary station concepts for the first TAC meeting.

Deliverables:

- Finalized work plan and schedule, kick-off and project management meeting summaries
- Steering Committee agendas, PowerPoint files, and meeting summaries
- Technical Advisory Committee agendas, PowerPoint files, and meeting summaries
- Project Quality Control Plan

Task 2.0 – Public Involvement and Coordination

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Part of the appeal of TOD as planning and implementation strategy is that it offers multiple points of entry. Stakeholders have diverse reasons for pursuing TOD including growth management and quality of life, ridership and revenue, community investment and equity, and housing affordability and employment.

The Parsons Brinckerhoff Team has the knowledge and experience in transportation/transit communications, outreach, and working with public agencies and stakeholders in the region to assist Evanston with all the above areas as identified in the RFP. Parsons Brinckerhoff will work closely with our local subcontractors, Ross Barney Architects, Valerie S. Kretchmer Associates and Active Transportation Alliance to structure the public engagement plan. Our Project Team firms and staff have recent experience working with City staff, local stakeholders and community members on projects in Evanston. Early public involvement from a broad group of stakeholders and decision-makers will set the stage for continued public dialogue throughout the process. We will advise the City on the assembly of a project stakeholder committee that is both representative of the interest of the community and agencies invested in TOD development, while balancing the group size to avoid becoming unwieldy and ineffective. Parsons Brinckerhoff has successfully worked with CMAP, RTA, Metra, IDOT, UPRR and other agencies on transportation projects in the Chicago region. Potential stakeholder involvement techniques that would be used include:

Stakeholder Interviews/Focus Groups - The Parsons Brinckerhoff Team will meet with key stakeholders and community groups to discuss study issues, concerns, potential solutions, and options not favored. Potential stakeholders would include City Engineer, property owners and developers who have a contractual interest in the study area. These stakeholder interviews (up to 20) would be conducted through personal interviews or focus groups early in the study. We have found personal interviews to be very effective in obtaining this information, which would typically not come out in a public meeting format. We would also recommend reaching out to stakeholders prior to key milestones in the study in order to better understand stakeholder perspectives and to help clarify the study process and technical findings. The Parsons Brinckerhoff Team will work with City staff to organize and facilitate up to twenty (20) individual stakeholder interviews (in person and by phone), two (2) different focus groups for multiple stakeholders. This approach will also help project prepare for a successful developer summit in Task 8.0.

Project Website - The Parsons Brinckerhoff Team realizes that for public citizens to participate in a study of any kind takes time and energy. Our team will develop and maintain the project website for those persons that are unable to participate "in person," as well as for those persons that simply want more information or want to become more involved.

The website will include study information, illustrations of station concept plans, frequently asked questions and answers, what's new, how to get involved, and links to related sites. The website is an effective means to reach otherwise unavailable persons, distribute information to a large population with little expense and minimal effort, attract new persons to the process, and allow for public feedback using links to Evanston's 311, Facebook and Twitter site. An image preference survey will be available on the project website using an online survey tool.

Visualization Techniques - The ability to effectively show the public and decision-makers how a planned public transportation improvement will look when it is completed is a critical element in today's public and agency participation process. It is often difficult to envision how a planned transportation improvement, such as station area plan, will fit into a community or which alternative is a better fit. This difficulty can make the development of a transportation project frustrating for both the transportation professional and the community. The Parson Brinckerhoff Team will develop 3 sets of illustrative plans (plan, elevation and 3D perspective) of the station area development concepts for display on boards at public

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workshops/meetings and on the project website. An image preference survey will also be developed for use in public meetings using display boards and on the project website.

Public Meetings: It is anticipated that three (3) public meetings will be conducted during the study—one meeting at the beginning of the study to provide a study overview and to help establish study goals and objectives, evaluation criteria and to present and seek input on potential transportation improvement options, a second meeting near the middle of project to allow the public to review and comment on the draft Future Land Use Plan, concept station area plans and TOD plan and one meeting near the end of the study to present the recommended Preferred Concept Plan, Implementation Plan, receive feedback, and describe next steps to implement the vision for the study area.

The Parsons Brinckerhoff Team will work with City staff and Steering Committee to schedule, organize and facilitate the three public meetings. Our Team will prepare public meeting invitations, newspaper advertisements; prepare meeting exhibits, PowerPoint presentation, project FAQ sheet and comment forms and submit to City staff for review and comment. Technical Advisory Committee meetings (3) would occur prior to the public meetings.

Social Media: In the age of increasing media awareness, our team will make use of the social media and the City's 311 communication tools and other media outlets to receive and share information with the general public. Links to these sites will also be placed on the project website. Parsons Brinckerhoff successfully promoted the use of the City's newly introduced 311 systems for the Evanston Yellow Line Station Engineering Study in 2011.

Deliverables:

- Public Involvement Plan with social media plan, public meeting invitations, notices, exhibits, handouts, comment forms, and draft comment summaries and responses
- Up to twenty 20 individual stakeholder interviews by phone and in person for at least 5 stakeholders with City staff.
- Three (3) public meetings at start, middle and end of the project schedule
- Two (2) focus group meetings prior to first public meeting with stakeholders
- Public Involvement Report prepared at conclusion of the study documenting the public involvement process, communications and public comments.
- Project web site

Task 3.0 – Data Collection and Existing Conditions

The Parsons Brinckerhoff Team will compile relevant project information on the project and study area in a technical memorandum report. This will include review of previous studies and data, as well as filling in the gaps and updating information where applicable. Parsons Brinckerhoff will collect the relevant current data and, where available, future data on demographic, land use, socioeconomic, environmental data, transit service, traffic (pedestrian, vehicular, and bicycle), parking, and ridership data, right-of-way, utility, and other conditions in the study area. Parsons Brinckerhoff previously used Evanston's GIS files for Evanston Yellow Line Station Engineering Study and will also assemble applicable project data and field surveys in GIS compatible files. The findings from the data collection and existing conditions analysis will be documented in a memorandum that will include maps and graphics that can be used throughout the study and future project phases. Updated GIS files will be delivered on CD with the final deliverables at the project end.

Transit and CMAP Data: Transit services currently operating in the study area include Metra commuter rail, CTA rapid transit service and fixed route CTA bus service on Chicago Avenue. The following CTA bus routes serve the CTA and Metra Main Street Station:

- CTA Route #201 Central/Ridge

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- CTA Route #205 Chicago/Golf

Ridership, schedule and vehicle requirements information for these routes would be collected, along with any plans for service changes/rerouting. Other relevant data will also be assembled, including population and employment forecasts from the Chicago Metropolitan Agency for Planning (CMAP). Parsons Brinckerhoff is currently working with CMAP to make improvements to Regional Transit Model. This project has identified eleven areas of targeted improvements in the CMAP model specifically related to transit representation and modeling, including capacity and crowding effects on ridership and system performance and can be used to help make the case for TOD study. Knowing the data, programs, and products of CMAP allows our team to provide a unique and efficient means of understanding transit improvements and TOD impacts in the Chicago metro area. Ridership potential due to proposed and future development in the study area would be examined in Task 6.2.

Land Use/Zoning Analysis: The Parsons Brinckerhoff Team will review the City's Zoning Ordinance, Comprehensive Plan and conduct a detailed land use and zoning analysis for the study area. This subtask will analyze on how the land use can support or will need to change to support future TOD within the study area. Much information is readily and freely available from sources such as Center for Neighborhood Technology (CNU), Center for Transit Oriented Development (CTOD) and the Federal Transit Administration to support station area development across the US. National best practices from these sources will be reviewed for possible application to the Main Street TOD Study.

Identification of Vacant, Underutilized Properties: The project team will coordinate with City staff to identify properties that are currently vacant, have potential as a redeveloped or adaptive reuse, or are an underutilized property that could have better use as it applies to TOD potential in the study area. The vacant, underutilized properties will be categorized in a GIS parcel data file with overall square footage, current value, zoning code, and other parcel related data.

Traffic Analysis: Existing vehicle, pedestrian and bicycle traffic data will be analyzed for the Chicago/Main signalized intersection in order to evaluate the current level of service for the Main Street Station Area. All analyses will be conducted in SYNCHRO. The SYNCHRO model will be used to analyze traffic flow behavior and impacts on various road users including but not limited to motorists, transit vehicles, pedestrians, and bicyclists. The SYNCHRO model can then used to demonstrate the feasibility of design concepts and future project increases in traffic (developed in Task 4.0) in the Steering Committee meetings, focus groups and public meetings. The PB Team will catalog all traffic information, as an appendix to the Task 3.0 technical memorandum. Commuter parking usage data will also be analyzed to determine level of use and demand for station parking. The findings from this analysis will be documented in a memorandum that will include maps and graphics that can be used throughout the study and future project phases.

The Parsons Brinckerhoff Team will prepare a draft technical memorandum, including base map, graphics and tables documenting Task 3.0. This draft technical memorandum will be presented for review to Evanston and the Steering Committee and will remain in draft form. Relevant comments will be incorporated into the station design concepts in Task 5.0 and 6.0

Deliverables:

- Technical Memorandum documenting the existing and future conditions in the study area.

Task 4.0 – Market Analysis

Simultaneous with the step of Task 3.0, The Parsons Brinckerhoff Team will complete a market scan to determine the market demand for transit supportive infill development in the study area. The market overview will include a profiling of local demographics and a survey of the existing supply and demand of

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residential and commercial uses, as well as other relevant uses considered for the study area. For example, AMLI, a multi-family real estate developer, is currently building a 214-unit luxury rental apartment community to be called AMLI Evanston. This new development is located just south of Main Street, is located within walking distance of the South Boulevard and Main Street Stations. The Chicago/Main TIF Redevelopment Plan, which is currently under City review within the study area, will also be analyzed.

Through collection and review of third-party market data, and one-one interviews with local developers, our Team will gauge opportunities and challenges related to TOD in the study area; understand the current supply and its target demographics, price points, typical occupancy rates, and absorption periods; and identify relevant planned improvements in the study area. The market scan will be utilized to determine the highest and best use, size and mix of program for successful transit supportive infill development.

Task 4.1 – Draft TOD Plan

Parsons Brinckerhoff's PlaceMaking group has developed TOD focused analysis for over 125 transit related projects around the globe. This includes an extensive analysis of location attributes to determine TOD feasibility. Project Team Advisor Tom Jost understands which conditions can have the impact on determining station readiness. This experience will enable our team to hit ground running, focus on data that gives the most value and quickly move from evaluating the existing conditions in Task 3.0 to developing the station design concepts and Implementation Plan. We have included a sample Transit Supported Development Readiness Questionnaire prepared by Tom Jost and Pippa Brashear for the Nassau County Infill Redevelopment Feasibility Study (See sample in Exhibit D submitted with the RFP response). A TOD Readiness questionnaire would be developed by the Project Team and used as a print and online survey tool with focus groups, developers, neighborhood groups and the public.

Based on the market analysis task, stakeholder and developer survey input, our Team will develop a draft TOD plan for the study area, including identification of any historic buildings or other buildings to remain, the orientation, massing, and character of new infill and redevelopment and any critical urban design issues. This illustrative plan will show transit-supported intensities and land uses, street connectivity and design, redevelopment, infill, adaptive reuse potential + parcel assembly potential; and possible parcels for higher density development. Equally important is the information shared by developers – some have already looked at the study area and have information that can be valuable to the project. They have concerns over infrastructure, land availability, the submarket for ownership and rental units or retail, financing, or may already know how receptive area residents may be to change. Ideally, the development of the draft TOD plan would take place after the developer interviews and first public workshop.

The draft TOD Plan will include a Future Land Use Map depicting potential land use changes within the study area. The market analysis and draft TOD Plan would be presented to the City staff and the Steering Committee for review and comment. The refined market analysis and draft TOD plan would then be presented at the second community meeting and posted on the project website.

Deliverables:

- Technical Memorandum documenting the study area market analysis.
- Draft TOD Plan and Future Land Use Map based on existing conditions and market analysis.

Task 5.0 – Station Design Concepts, Integration of CTA/Metra Transfer Potential

The Parsons Brinckerhoff Team, in coordination with CTA, Metra, UPRR and other Steering Committee members, will identify a variety of reasonable station integration options, including an at-platform connection, street level connection and/or other options. In addition, the team will review past studies and

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plans, including CTA 2005 Purple Line Master Plan, proposals and ideas presented by community organizations, focus groups, local officials and the public in order to develop an inventory of potential station improvement options. Since this study focuses on a station currently in the CTA on the Red and Purple Modernization Environmental Impact Study (EIS), the scope of work is intended to be consistent with the station description in the EIS.

The station Designs will respond to the issues and opportunities identified over the previous phases of the project, including the input gathered through the public outreach process. The concepts will not be developed in isolation, but rather will be developed in concert with the station area development concepts, resulting in designs that are context sensitive and complement and support the development plans for the area.

Parsons Brinckerhoff Team members are familiar with CTA and Metra design criteria and members of our team have already examined potential CTA station improvements and pedestrian and bicycle safety improvement strategies in the Main Street Station study area. It is also expected that most of the suggested improvements will be incorporated into the at least three (3) conceptual design plans for review and comment by the Steering Committee. Other improvements may relate to other locations in the study area and would be summarized separately in tabular form. A technical memorandum will be prepared to summarize the station design concepts, integration potential and inventory of potential other improvements in the study area with magnitude of costs. The construction cost estimates provided under this Agreement will be based on PB's professional experience and judgment and shall be deemed to represent PB's opinion. PB has no control over the cost of labor, material, equipment and other relevant factors that could influence the ultimate construction costs. Thus, PB does not guarantee that the actual construction cost will not vary from PB's estimate or opinion of probable construction cost.

The Parsons Brinckerhoff Team has extensive passenger station planning and design experience, including contemporary projects in Illinois that possess intermodal elements of diverse service providers. Parsons Brinckerhoff's team member Bruce Nelson has worked extensively with IDOT UPRR, Amtrak and local transit agencies to support the design and construction of multi-modal facilities in Joliet, Normal, Springfield and Alton, Illinois for IDOT's High Speed Rail Program. While these sites are all in different stages of development, each has presented a unique set of challenges that were resolved through thoughtful planning and extensive discussion including all stakeholders. Improvements include better passenger amenities such as electronic information signs, full accessibility, revised parking/drop-off areas and expanded bicycle parking. In 2005, Ross Barney Architects provided services to CTA for the 2005 Purple Line Master Plan Project for CTA Main Street Station and CTA Main Street Viaduct.

Some additional ideas revolve around CTA's planned reconstruction of the North Mainline, which encompasses the Purple Line between Howard Street and Linden. Alternatives developed by CTA for the Red Purple Line Modernization Project Environmental Impact Study (EIS) suggested some economy of station sites within Evanston, and if those plans become a reality, then significant opportunities exist for the Main Street site given the potential for consolidation of the CTA South Boulevard and Main Street station. Station consolidation usually results in the remaining facilities absorbing some percentage of passengers who once used the closed site(s), so a comprehensive plan to upgrade Main Street may be relevant for several reasons and discussed in the Steering Committee meetings. However, the project team understands that City of Evanston and residents have not expressed support for the proposed an alternative to consolidate the CTA South Boulevard and CTA Main Street Station. This issue will be discussed and evaluated with Evanston staff prior to development of the station design concepts.

The Parsons Brinckerhoff team will discuss options for station development with the CTA and Metra to determine what the common design elements may be. Station integration concept plans for at least three

(3) options will follow including sufficient detail for stakeholders to understand and evaluate the benefits and associated costs of each. A consensus plan will be the outcome of internal and external input. Finally, a refined professional opinion of probable cost will be developed for the Preferred Station Concept.

Deliverables:

- No less than (3) station design concepts with conceptual cost estimates

Task 6.0 – Station Area Development Concepts

The station area development concept options that result from the evaluation in Task 5.0 will be studied in greater detail in Task 6.0. These options may be refined based on input from City staff and the Steering Committee. The Parsons Brinckerhoff Team will coordinate with City staff and the Steering Committee to develop a project FAQ sheet on station options for posting on the project website. The revised plans would then be presented to the public at the second workshop for review and comment. A visual online preference survey to facilitate public evaluation of the station concept plans would also be developed for use during Public Meeting 2.

The project team will develop a methodology consistent with the study goals and objectives defined in RFP and with input from City staff and the Steering Committee. CTA and Metra physical design standards/criteria will be used to refine the concept plans and cost estimates. For concept level capital costing, the Parsons Brinckerhoff Team will use unit cost pricing. Typical unit prices appropriate to the Chicago area for the types of work expected will be based on Evanston Yellow Line Station Engineering Feasibility Study and our local experience with CTA, Metra and the UPRR.

Each design concept will also consider the potential for induced settlements caused by construction activities. Parsons Brinckerhoff understands the need to limit settlement and deformations in order to prevent impacts and damage to the existing rail lines, embankments and structures. This need will be reflected in the concept designs and cost estimates by considering the implementation of temporary retaining walls and other structures with the intent to minimize disturbance. Special consideration will be given for each concept presented in terms of the logistics of geotechnical, tunneling and/or structural operations as these may affect the station area development concepts.

The Parsons Brinckerhoff Team will consider the best configuration and design of connections between the station and the existing transportation network and to promote development opportunities. Fortunately, improved pedestrian access and increased economic activity are supported by many of the same improvements to streetscape design, amenities and program. The development concepts must carefully consider the physical as well as economic analysis of the study area. One subtask will be to determine where new or widened transportation corridors, such as an elevated multi-purpose path, are possible and where current street scale, connectivity and traffic conditions present strong opportunities for complete streets. Creating "complete streets" will make connections for all modes of transportation (auto, transit, pedestrian and bicycle) and integrate the station into the neighborhood and future TOD development sites. Site planning will consider alternatives for on-site parking including no on-site parking (only drop-off/pick-up), a surface lot, and a parking structure. Other provisions will include traffic circulation, bus stops, bicycle parking, and taxi stands to be analyzed in Task 7.0.

Task 6.1: Elevated Multi-Purpose Bicycle and Pedestrian Path

The feasibility of providing an elevated multi-purpose bicycle and pedestrian path in the space that separates the Union Pacific Railroad (UPRR) on which Metra operates the UP-North Line Service and the CTA Purple Line will require the careful consideration. Physically, the subject corridor between UP/Metra

and CTA is about 1.6 miles long, extending from Mulford Street at the south to Davis Street at the north. The land within the corridor between the two railroads is mostly elevated fill, although the width and elevation varies significantly throughout the corridor. At several locations the embankment between the railroads descends to grade level to provide access to local cross streets. The area between Main Street and Greenleaf Street is designated for commuter parking.

The UPRR, Metra and CTA will be queried about their respective land ownership within the corridor and their need for access to the space for maintenance purposes of their respective track and signal systems. As part of the Existing Conditions Report in Task 2.0, Parsons Brinckerhoff will assess the access needs within the corridor, which will help to understand the feasibility of integrating a bicycle and pedestrian path into this corridor.

The development of concepts for an elevated multi-modal path and parkway depend upon a firm understanding of the engineering design requirements of each railroad involved in the project. Parsons Brinckerhoff has extensive past and current relationships with Federal Railroad Administration (FRA), UPRR, Metra and the CTA and we understand that they have different track clearance, fencing and safety requirements that must be considered for publicly accessible spaces near their tracks. Some of these concerns have been recently addressed with the work Parsons Brinckerhoff is currently performing with the UPRR and the IDOT High Speed Rail Project between Chicago and St. Louis, Missouri and previously on the CTA Red Line Extension AA. We will work with all three entities to understand their specific concerns and requirements with respect to this project, enabling the development of acceptable concepts for a bicycle/pedestrian path within the corridor.

Task 6.2: Assessment of Station Area Concepts

In this subtask, the Team shall quantify the amount of mixed-income housing that would be produced, jobs created, land redeveloped, improved access to transportation for underserved populations, combined order of magnitude housing and transportation costs, and environmental quality improvements. The Team will quantify public and private sector cost implications and identify critical improvements necessary for redevelopment to occur.

Once the preferred redevelopment scenarios and station area concepts have been determined, the Team will quantify development projections and project benefits and refine the Draft TOD Plan developed in Task 3.0. We will work with City staff and the Steering Committee to apply appropriate metrics and impacts to be quantified, which we expect to include:

- Programming, including square footages and unit counts for various uses (e.g. affordable housing, market rate housing, office, retail, etc.);
- Total acreage of redeveloped land;
- Total acreage of new open space and/or recreation facilities;
- Order-of-magnitude job creation estimates based on the proposed development program, including construction and operations;
- Order-of-magnitude fiscal impacts;
- Improvements in access to transit, and implications for surrounding road and transit networks

Ridership growth potential of the development scenarios. This would utilize trip generation tables and analysis of expected trips by number of units, square feet of office and square feet of retail.

Task 6.3: Preferred Concept Plan Feasibility

This effort will result in a Preferred Development Concept for the development sites for station area and development sites surrounding the station, station access locations, connecting transportation links to the station (both new and existing) and an overall TOD strategy that highlights the key actions that are

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recommended to achieve TOD development. New development site designations, new zoning guidelines and TOD form based code recommendations to be detailed in Task 9.0.

For the Preferred Concept Plan, the Team will create an implementation strategy which establishes a schedule and next steps for the City to advance development. Where possible, the implementation strategies will address:

- Land acquisition and assemblage strategies;
- Potential funding and financing mechanisms and sources;
- Zoning recommendations
- Supporting infrastructure improvements;
- Local transportation, pedestrian, bicycle, complete street and parking strategies
- Outreach and marketing strategies;
- Development phasing
- Potential permitting actions

The Parsons Brinckerhoff Team will develop a detailed Preferred Concept Plan to demonstrate the vision for future development in the study area. A written description of the Preferred Concept Plans will provide square footages of each use and density unit/acre for residential uses, parking capacity, heights, setbacks and phasing.

Deliverables:

- Technical Memorandum documenting the evaluation of the station plans area plans analyzed and recommendations regarding each of the plans.
- Three (3) illustrative draft concept plans.

Task 7.0 – Parking, Circulation and Access Plans

A circulation and parking plan will be developed to rationalize infill development, mitigate the impacts of increased density and associated trip/parking characteristics, as well as improve and promote transit, non-motorized access, safety and circulation around the station. Existing demands, along with other planned developments in the area will factor into the station development access plan so that a comprehensive system is developed providing connections to and within the development and surrounding community. Opportunity to incorporate complete streets, enhance bus transit, pedestrian, and bicycle access, as well as plan for new road alignments to foster redevelopment scenarios will be taken into consideration.

The results of the station access forecasting effort will be analyzed along with TOD planning tools and development scenarios to develop a preferred recommendation for station access strategies to support the preferred development strategy developed in Task 6.0. During this task we will revisit the development densities and build-out scenarios and refine our densities to limit the impacts to parking, local traffic congestion, community impacts, etc. so that more optimal alternative scenarios can be determined based upon potential impacts to the transportation system components. We will site parking so as to foster higher density private development, take advantage of shared parking opportunities, develop a street network to support pedestrian and bicycle activities, employ urban scale sustainability strategies for water, waste, transportation and energy and seek to create amenities that would attract new residents, workers, shoppers and tourists to live, work and play in this new urban sustainable community.

The Parsons Brinckerhoff Team will assess the impact of the Preferred Concept Plan on the study area. Our team will make preliminary recommendations for parking capacity, multi-modal circulation created by

the concept plan. Improving connectivity between major destinations within the study area with the residential neighborhoods and the CTA and Metra Main Street station are all a key mission of this project.

Particular consideration will be given to defining improvements to local streets and providing improved access to the station area. The overall street section including sidewalk widths, pedestrian amenities, configuration of bicycle, parking, bus pull off areas, taxi waiting zones, delivery and drop-off zones will be identified. Beyond the basic configuration of these spaces, the quality and character of the neighborhood will be enhanced through preliminary consideration of streetscape elements.

Our Team will determine the demand of parking in the area based on the Evanston's Zoning Code and the refined Future Land Use Plan for the study area. The potential to reduce parking requirements for developments within the station area will also provide regional and national best practices for parking and Transit Oriented Development for review by City staff and the Steering Committee and potential text amendment Evanston's Municipal Code.

Deliverables:

- Technical memorandum with supporting text and graphics summarizing parking, circulation and access plans for the study area.

Task 8.0 – Economic Feasibility Analysis

Based on the market scan in Task 3.0, the Parsons Brinckerhoff team will evaluate the feasibility the Preferred Concept Plan. This would include a determination on current and several scenarios for funding and implementation of the concept plan. Based on our experiences in places as diverse as Miami, FL; Portland, OR; Dallas, TX; Washington, DC; Long Island, NY; and Denver CO we have learned the value of not starting the analysis until there is agreement on "what success looks like". Defining success and determining the measures for it, are some of the first activities that will be undertaken during meeting #1 with the Steering Committee and refined in Task 6.0.

In suburban Washington DC, our challenge laid in the fact that planning for TOD had not evolved from advocacy to implementation, meaning that plans lacked the sophistication, partnerships and strategies necessary to advance TOD. Part of the solution was to develop an innovative methodology for assessing the development market and the "TOD Readiness" of a station area based on seven factors of urban form and activity. That analysis proved to be more revealing than conventional feasibility parameters. Parsons Brinckerhoff's PlaceMaking group's experience with the Denver FasTracks program also provides a representative baseline to craft our Main Street TOD evaluation approach.

We will apply a similar approach for Task 8.0 to determine the combination of physical characteristics, market appeal, infrastructure systems and structure, political willpower and public consensus to proceed to implementation. In undertaking this kind of work across the country we have found it is important to focus on factors that are predictors of "Development Readiness." In other words, are the factors in place to move a station area down the path necessary to deliver an implementable TOD strategy. As such we are recommending using a combination of qualitative and quantitative factors to evaluate and help shape our recommendations of Preferred Concept Plan.

Building on our understanding of the station area, the team will draw on the information the existing conditions report, market analysis, stakeholder and public comments in relation to how they stack-up against the pre-conditions for successful TOD. To what extent are the pre-conditions to a successful TOD in place? Is the station area TOD development ready? To answer those questions the project team will work with City staff and the Steering Committee to access and evaluate the station area in relation to how

they stack-up against seven TOD success factors. This effort will combine the TOD planning and TOD development skills at Parsons Brinckerhoff, Ross Barney Architects' the station development and urban design skills, the market analysis skills of Valerie S. Kretchmer Associate, and Active Trans work on best practices and guidelines for pedestrian and bicycle access and safety.

Implementation Continuum: Development of TOD requires a series of actions of a period of time ranging from initial planning to, to making targeted investments, to putting the full range of necessary tools and leadership in place to achieve TOD. Knowing where the station area is on "development continuum" will help in targeting what kind of assistance may be required. We will devise a ranking along the development continuum to categorize the readiness of the project along with an analysis of short range, medium and long term funding strategies to aid in the implementation of the Preferred Concept Plan. The economic feasibility analysis will be presented to City staff and the Steering Committee for review and comment.

Deliverables:

- Draft Implementation Plan

Task 9.0 – Developer “Reality Check” to review Draft Plan

The Parsons Brinckerhoff Team will work with City staff to organize a concept plan “reality check” meeting with potential real estate developers and funding partners on the draft plan. Our team members have local and national experience working with the private sector on TOD implementation across the US. This event would ideally occur prior to third public workshop. The meeting would detail the economic feasibility and the project’s potential funding. It is expected that city staff would organize the invite and appropriate public employees and interested developers. The study area Future Land Use Plan and illustrations of the station concepts would be displayed on presentation boards. Based on the economic feasibility analysis in Task 8.0 and the identified funding and implementation strategy, our team will focus on the study area costs and benefits to support the community's vision for the Preferred Concept Plan.

At the simplest level, the vision would involve approaching transit facility and station area design to help shape the future of the Main Street Study Area within it in a manner consistent with community preferences. The following seven interrelated TOD principles are intended to help guide study in a manner to help maximize its effectiveness as an investment tool in moving people and community building:

- *Create a Pedestrian Environment:* Provide lively, safe, and convenient sidewalks and pedestrian paths connecting Main Street Station area to homes, jobs, schools, parks and shopping, with buildings facing toward those connections.
- *Create Partnerships:* Secure public-private partnerships that will capture and enhance public investment in the study area.
- *Complement Community Objectives:* Help realize the vision and economic vitality of the neighborhood with quality development providing a mix of uses close to the Main Street Station.
- *Stations as the Heart of the Community:* Design transit stations to serve as the hub of a community and provide local identity. The Main Street Station is the front door to the neighborhood and serves as a local landmark and place with active and appropriately scaled public plaza.
- *Balance Parking:* Parking must not separate transit from the community. Move, share, wrap and deck parking to balance economic viability, pedestrian amenities and necessary parking.
- *Tame Traffic:* Calm traffic and design parking lots and associated street improvements so that traffic operates at speeds compatible with a healthy, safe community.

EVANSTON MAIN STREET STATION TOD PLAN

2/11/15

- *Connect Neighborhoods with Transit:* Link neighborhoods and transit together through a well-connected street, bus, bicycle, and pedestrian network.

Based on the meeting's outcome, the key design principles, Implementation Plan (developed in Task 8.0) and the Preferred Concept Plan will be updated as necessary prior to presentation at the third and final public workshop.

Deliverables:

- Technical memorandum summarizing the input from the developer summit and recommended changes to the Draft Preferred Concept Plan and Draft Implementation Plan.

Task 10.0 – Zoning Amendment Recommendations

Creating viable zoning amendment recommendations is a key component of the Preferred Concept Plan. Transforming the Main Street Station Area will not be quick or easy. The recommendations need to be feasible and provide clear direction for moving forward and must be grounded in overcoming the barriers that have prevented TOD from occurring earlier or on its own.

Capitalizing on the market analysis, the project team will recommend changes to the City's Code, Comprehensive Plan, and the Zoning Ordinance that will allow implementation of the Preferred Concept Plan. This will include general design guidelines and new parking requirements for TOD within the study area.

Deliverables:

- Technical Memorandum on zoning amendment recommendations

Task 11.0 – Implementation Plan/Plan Approval

The Parsons Brinckerhoff Team will refine the draft Implementation Plan and prepare a Final Implementation Plan for review by City staff and the Steering Committee. So that all stakeholders can understand and appreciate the study's findings, it is necessary to clearly present information. In addition to writing the Implementation and Vision Plan in a clear, jargon-free manner, it is also important to have a visually-appealing document that conveys findings and information with informative, and easy-to-understand charts, tables, maps, and diagrams. Throughout the study process, the team will identify ways to convey information visually.

A Main Street area redevelopment toolbox will help shape City-wide and community-wide investment strategies. It will also provide a methodology to determine the most appropriate tools depending on Preferred Concept Plan so that it has application beyond this study.

Based on the work completed in earlier tasks and drawing upon the team's experience creating TOD and redevelopment toolboxes for other jurisdictions, the team will prepare a redevelopment toolbox that responds to the issues associated with the main Street Study Area. A pdf of Parsons Brinckerhoff's recently adopted Winnipeg, Canada TOD Handbook plan is included in Exhibit E and on the flash drive submitted with this RFP response.

Deliverables:

- Fiscal Analysis and Implementation Strategies Report to the Evanston Planning Advisory Committee in electronic formats for review and comment.

The final plan with narratives and maps will be submitted as 25 hard copies as well as one digital copy

Attachment A: Schedule

EVANSTON MAIN STREET STATION TOD PLAN

2/11/15

Schedule

An eight (8) month schedule for the study is proposed below showing public meetings, focus groups, and the developer summit meetings. Tom Coleman, Parsons Brinckerhoff's project manager, would be available to present, with City staff, the final plan document to the Evanston Plan Commission, Planning and Development Committee and City Council at the conclusion of the study.

A total of six (6) Steering Committee meetings would be held approximately bi-monthly. A project kickoff meeting with City staff and the Steering Committee will be held during the first month of the study.

The schedule will be refined with the Steering Committee at the project kick-off meeting.

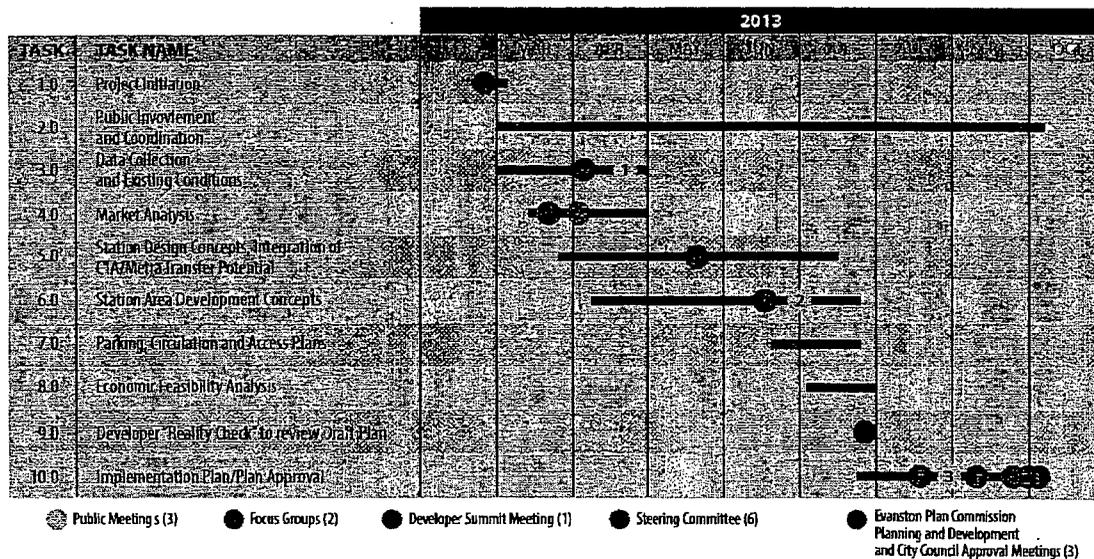


Exhibit B

Cost and Price Analysis - Professional Services Contracts / 4400 FORM

Name and Address of Offeror		Title of Project		
Parsons Brinckerhoff 230 West Monroe, Suite 900, Chicago, IL 60606		Evanston Main Street Station TOD Plan		
Detail Description	Estimated Hours	Rate/Hour	Total Estimate Cost (dollars)	
1. Direct Labor (specify)				
SUPERVISING PLANNER / PM	159	\$ 53	\$ 8,414	
SR PRIN TECHNICAL SPECIALIST	44	\$ 67	\$ 2,960	
LEAD ENGINEER	10	\$ 52	\$ 523	
SUPV ENGINEER	10	\$ 55	\$ 552	
SR ENGINEER	44	\$ 38	\$ 1,684	
LEAD ENGINEER	34	\$ 57	\$ 1,947	
PLANNER II	156	\$ 32	\$ 4,931	
CONSULTANT II	28	\$ 53	\$ 1,489	
SR PLANNER	62	\$ 37	\$ 2,298	
Project Accountant I	20	\$ 25	\$ 506	
Total Direct Labor			\$ 25,304	
2. Burden				
	Burden Rate	X Base =	Burden (\$)	
	158.90%	\$ 25,304	\$ 40,208	
Total Burden			\$ 40,208	
3. Direct Material				
Printing, mailing, overnight deliveries, reproduction			\$ 975	
Web site hosting charges (12 months @ \$100/month)			\$ 1,200	
			\$ -	
Total Material			\$ 2,175	
4. Special Testing				
Total Special Testing			\$ -	
5. Special Equipment (Exhibit B)				
Total Special Equipment			\$ -	
6. Travel (direct charge)				
a. Transportation		\$ 600.00	\$ 600	
b. Per Diem or Subsistence		\$ -	\$ -	
Total Travel			\$ 600	
7. Consultants (identify-purpose-rate)				
Total Consultants			\$ -	
8. Subcontracts (Exhibit A)				
Total Subcontracts			\$ 53,929.00	
9. Other Direct Costs (Exhibit B)				
Total Other Direct Costs			\$ -	
Total Direct Cost and Burden			\$ 122,216	
11. General and Administrative Expense		0.00%	\$ 25,304	\$ -
Total Estimated Cost			\$ 122,216	
13. Fixed Fee or Profit		11%	\$ 25,304	\$ 2,783
Total Estimated Cost and Fixed Fee			\$ 125,000	

Exhibit A - PB Fee Schedule

Fee Summary	
Total Staff Direct Costs	\$25,304.08
Burden (158.9%)	\$40,203.19
Travel Expenses	\$600.00
Printing, mailing, overnight deliveries, reproduction	\$975.00
Web site hosting charges (12 months @ \$100/month)	\$1,200.00
Profit (11%)	\$2,783.45
Subcontracts	\$53,923.00
Total Project Cost:	\$125,000

Fee Detail by Task			
Task 2: Public Involvement			
Assigned Staff	Rate	Hours	Cost
Tom Coleman	\$52.92	40	\$2,116.82
Bruce Nelson	\$67.27	4	\$269.08
Greg Toth	\$52.29	0	\$0.00
Mohammad Shaikh	\$55.21	0	\$0.00
Adam Reinke	\$38.27	0	\$0.00
Jessica Slaton	\$57.27	0	\$0.00
Andrew Heidel	\$31.61	36	\$1,138.08
David Franck	\$53.16	0	\$0.00
Pippa Brashear	\$37.07	0	\$0.00
Julie Weaver	\$25.28	1	\$25.28
Total Task Cost:		81	\$3,549.21
Task 3: Existing Conditions Report			
Assigned Staff	Rate	Hours	Cost
Tom Coleman	\$52.92	12	\$635.04
Bruce Nelson	\$67.27	2	\$134.54
Greg Toth	\$52.29	0	\$0.00
Mohammad Shaikh	\$55.21	0	\$0.00
Adam Reinke	\$38.27	0	\$0.00
Jessica Slaton	\$57.27	0	\$0.00
Andrew Heidel	\$31.61	24	\$758.64
David Franck	\$53.16	0	\$0.00
Pippa Brashear	\$37.07	2	\$74.14
Julie Weaver	\$25.28	2	\$50.56
Total Task Cost:		42	\$1,652.96

Task 5: Station Design Concepts			
Assigned Staff	Rate	Hours	Cost
Tom Coleman	\$52.92	16	\$846.73
Bruce Nelson	\$67.27	12	\$807.24
Greg Toth	\$52.29	6	\$313.74
Mohammad Shaikh	\$55.21	6	\$331.28
Adam Reinke	\$38.27	12	\$459.22
Jessica Slaton	\$57.27	8	\$458.17
Andrew Heidel	\$31.61	12	\$379.34
David Franck	\$53.16	0	\$0.00
Pippa Brashear	\$37.07	12	\$444.81
Julie Weaver	\$25.28	2	\$50.55
Total Task Cost:		86	\$4,091.09

Task 7: Parking, Circulation and Access Plans			
Assigned Staff	Rate	Hours	Cost
Tom Coleman	\$52.92	16	\$846.73
Bruce Nelson	\$67.27	4	\$269.08
Greg Toth	\$52.29	0	\$0.00
Mohammad Shaikh	\$55.21	0	\$0.00
Adam Reinke	\$38.27	10	\$382.69
Jessica Slaton	\$57.27	12	\$687.25
Andrew Heidel	\$31.61	12	\$379.34
David Franck	\$53.16	0	\$0.00
Pippa Brashear	\$37.07	12	\$444.81
Julie Weaver	\$25.28	2	\$50.55
Total Task Cost:		68	\$3,060.46

Task 9: Developer "Reality Check"			
Assigned Staff	Rate	Hours	Cost
Tom Coleman	\$52.92	12	\$635.05
Bruce Nelson	\$67.27	2	\$134.54
Greg Toth	\$52.29	0	\$0.00
Mohammad Shaikh	\$55.21	0	\$0.00
Adam Reinke	\$38.27	0	\$0.00
Jessica Slaton	\$57.27	0	\$0.00
Andrew Heidel	\$31.61	8	\$252.90
David Franck	\$53.16	0	\$0.00
Pippa Brashear	\$37.07	2	\$74.14
Julie Weaver	\$25.28	2	\$50.55
Total Task Cost:		26	\$1,147.17

Task 11: Implementation Plan/Plan Approval			
Assigned Staff	Rate	Hours	Cost
Tom Coleman	\$52.92	8	\$423.36
Bruce Nelson	\$67.27	2	\$134.54
Greg Toth	\$52.29	0	\$0.00
Mohammad Shaikh	\$55.21	0	\$0.00
Adam Reinke	\$38.27	0	\$0.00
Jessica Slaton	\$57.27	0	\$0.00
Andrew Heidel	\$31.61	8	\$252.90
David Franck	\$53.16	12	\$637.94
Pippa Brashear	\$37.07	4	\$148.27
Julie Weaver	\$25.28	2	\$50.55
Total Task Cost:		36	\$1,647.57

Exhibit C

**Proposal for Evanston Main Street Station
Transit Oriented Development Plan
As Submitted to City of Evanston, November 1, 2012**

Exhibit D

REQUEST FOR PROPOSAL

**RFP NUMBER: 12-179
For**

Evanston Main Street Station Transit Oriented Development Plan



PROPOSAL DEADLINE: 2:00 P.M., Thursday, November 1, 2012
Room 4200,
Lorraine H. Morton Civic Center,
2100 Ridge Avenue,
Evanston, Illinois, 60201

**PRE-PROPOSAL MEETING:
(NON-MANDATORY)** 11:00 A.M., Wednesday October 17, 2012
Room 2402,
Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, Illinois 60201

SEALED PROPOSALS TO BE RETURNED TO:

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

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CITY OF EVANSTON
NOTICE TO PROPOSERS

Sealed proposals will be received by the City Purchasing Manager in Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. local time on Thursday, November 1, 2012. Proposals shall cover the following:

Evanston Main Street Station Transit Oriented Development Plan
RFP #12-179

The City is seeking proposals from qualified consultants to develop a detailed Transit Oriented Development Plan for the area surrounding the Metra and CTA Main Street Stations.

There will be a Non-mandatory pre-proposal meeting Wednesday, October 17, 2012 at 11:00 A.M. in Room 2402 of the Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201. 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 City of Evanston (City) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

This project is being funded by a grant received from the Regional Transportation Authority.

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

Jewell Jackson
Manager, Purchasing and Contracts

CITY OF EVANSTON **Request for Proposal**

1.0 INTRODUCTION

The City of Evanston has received a \$100,000 grant from the Regional Transportation Authority to develop a detailed Transit Oriented Development Plan for the area surrounding the Metra and CTA Main Street Stations. As one of only three station areas in the RTA system where Metra and CTA co-locate stations, The City of Evanston recognizes this special relationship between the two major transit systems. This station area has been the urban center of South Evanston in its early settlement and continues to be a retail and residential hub of the city today.

The City has the unique opportunity to capitalize on this station area's assets – connection to both the CTA and Metra rail lines – and seek out new development in the form of high quality office and technology space. The recent acquisition by a developer of the property at southeast corner of Chicago and Main has resulted in initial discussion and funding by the City to help study the potential for a new office mixed use development on that site.

With two major renovation programs – the CTA Purple Line Modernization and the Metra viaduct replacement program – slated to begin in the next two decades, a strategic plan on how to capitalize on these two major transit investments in this area will be needed to ensure that the growth, economic development and vitality of Evanston remain forefront in the implementation of not only CMAP's Go To 2040 regional plan, but also the variety of plans adopted by the Evanston City Council in recent years.

Project Goals and Objectives

1. Plan for the future redesign/improvement of the Purple Line.
2. Anticipate and Identify redevelopment opportunities that can capitalize on the anticipated transit investments at the Main Street Station Area.
3. Strengthen the Metra/CTA transfer opportunity.
4. Develop a strategy that best utilizes proposed transit investments to spur further economic development activities at the Main Street Business Node.
5. Identify sustainable development opportunities both in the transit investment and in public/private development opportunities.
6. Integrate multi-modal connectivity of the Main Street Station Area; including bike, pedestrian, and bus services to the rail stations.
7. Strengthen the economic vitality of the Main Street Business Node through development of new office and technology job center spaces.
8. Identify public open space opportunities in the study area to further enhance the desirability and livability of the community.
9. Study the feasibility of providing for an elevated multi-purpose bike and pedestrian path between the Metra and CTA corridors.
10. Examine parking options and requirements including Transit Oriented Development parking requirements and incentives.

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
- Insurance requirements and required documentation

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

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

2.0 SCOPE OF SERVICES

Task 1.0 Project Initiation

Selected Consultant would consult with the City of Evanston to finalize plan schedule, discuss logistics, develop a list of key stakeholders for interviews and discuss the make-up of the Steering Committee. Collection of all available data, GIS, digital information necessary to kick off the project will be conducted at this time.

Additionally a final Public Participation Plan will be presented to City staff. The Public Participation Plan will include proposed public meetings and mechanisms to involve the public. The plan will also describe the project's website. The City is open to suggestions from Consultants as to the method for receiving public participation, but at a minimum the City will require a kick-off meeting with the Steering Committee, a kick-off meeting with the public, one visioning session, a project website, a presentation of the draft plan to the City Council and the community in one or more locations, and a presentation of the final plan to the City Council and the community. An image preference survey led by the Consultant team will be a part of the visioning process.

A Steering Committee will be formed by the City from key stakeholders. Likely stakeholders will include representatives from RTA, CTA, Metra, City staff, neighborhood group representatives, residents and business owners. The City of Evanston's staff will provide guidance and direction to the Consultant throughout the process, but will rely on the Steering Committee for input and advice as well. The Consultants will meet with City staff and the Steering Committee to give everyone an introduction to the project and process and request data as needed for participating entities.

The Consultants will interview stakeholders and community groups as selected by City staff. The Consultant will conduct interviews with no less than 20 community stakeholders. Potential stakeholders include the City Engineer, property owners and developers who have a contractual interest in the property within the study area, and other to be defined.

Project Management: Required Reporting and Documentation

The preferred selected Consultant shall demonstrate capacity to coordinate with the RTA on all written communications, required documentation and form submittals as required by the RTA.

Project Management: Steering Committee Review of Draft Deliverables

While City staff will provide comments on the draft summary reports and products described in this RFP, all of these products will remain in draft form throughout the course of the project and will not be revised, except where noted. Any portions of these products that are incorporated into the Final Report will include relevant comments from City staff and the Steering Committee. The only deliverable from the scope of work that will be considered "final" is the Final Report described in Task 8.

Project Management: Steering Committee Flow of Comments

All comments on the draft deliverables described in scope of work should be provided directly to the City of Evanston. All deliverables being reviewed by the Steering Committee should be submitted to City staff for distribution to the Committee at least one week in advance of Committee meetings. The City will then consolidate all comments and contact Steering Committee members as needed to clarify issues or resolve any conflicts. One set of comments for each draft deliverable will then be presented to the Consultant. Copies of this one set of comments will also be provided to the entire Steering Committee, so everyone understands which comments were provided to the Consultant. As noted above, any portions of the draft deliverables that are incorporated into the Final Report by the Consultant will include relevant comments made by the Steering Committee.

Deliverables: Final project schedule with milestones, public participation plan, summary of interviews.

Task 2.0 Existing Conditions Report

The selected Consultant, with assistance from City staff will work to assess existing land use, urban design, streetscape, and transportation conditions. The process will require an existing conditions survey that will provide estimated demographics, pedestrian/ vehicular/ bicycle circulation and access surveys, parking counts, traffic counts and ridership information about Metra, and CTA customers. The Consultant will obtain aerial photography of the study area and prepare a base map. A reconnaissance survey of the entire study area will be conducted in order to identify existing land uses, building types and the overall character and condition of the study area. The Consultant will document existing urban design and streetscape features in the study area.

Land Use/Zoning Analysis. The Consultant will review the current Zoning Ordinance, Comprehensive Plan and other relevant transportation plans and programs. Selected Consultant will conduct a detailed land use and zoning analysis for the study area. Expected outcome of this task is a report providing up-to-date information on current land use and analysis on how the land use can support or will need to change to support future transit-oriented development within the study area.

Identification of Vacant, Underutilized Properties. Selected Consultant will identify a property that are currently vacant, have potential as a redeveloped or adaptive reuse, or is an underutilized property that could have better use as it applies to transit oriented development potential. The Consultant will then verify these sites with City staff and generate a report that maps out all sites, and provides detailed information on each site (overall square footage, current value, zoning code, etc).

Deliverables: Provide to the Steering Committee for review digital copies of the Existing Conditions Report consisting of a base map, existing land use plan of study area, zoning analysis, demographic analysis, vacant and underutilized property analysis, traffic access and circulation plans including an analysis of transit facilities in the area and their use patterns, as well as accompanying narrative statements.

Task 3.0 Market Analysis

The Consultant will prepare a market analysis of land values and feasibility of several types of higher density development. The Consultant will evaluate the current housing, commercial and office uses in and around the study area and existing demographic data. Identify land availability, vacancy rates, land prices, rents and price points. The Consultant will interview local real estate brokers and potential developers to evaluate potential future real estate mixes within the study area. Identify transit oriented development opportunities that benefit from proximity to a Metra and CTA stations. The Market Assessment Report will (1) accurately describe existing land uses, demographic data, and real estate market around the study area, (2) present a real estate market scenario with potential land use mixes for a transit oriented environment, and (3) identify development needs and opportunities within the study area. The current economic conditions need to be evaluated to determine what the most viable uses would be for the site.

Deliverables: A document will be created and reviewed by the Steering Committee detailing information from the existing conditions research and market analysis. In addition to giving detailed information about the study area, the document will summarize the findings creating a quick read handout to understand key aspects about the study area.

Task 4.0 Station Design Concepts, Integration of CTA/Metra Transfer Potential

Selected Consultant will coordinate with CTA, Metra and RTA on the plans for the renovation, reconstruction and infrastructure improvements to both rail systems. The Consultant will evaluate various methods to physically and figuratively connect the two stations. Studies should include the at-platform transfer potential between the two rail systems. No less than three concepts must be developed for this phase. Each concept will include cost estimates. There will be a joint transit review meeting to review the concepts; revisions will be made based on transit agency input. The Steering Committee will select a preferred scenario, to which the Consultant team will provide further details about cost, challenges of implementing, and design ideas.

Deliverables: A preferred station design concept with full cost and planning design detail.

Task 5.0 Station Area Development Concepts

Selected Consultant will generate no less than three development concepts of the station area based on the information collected in scope items 1 through 3. The concepts will take into account the proximity to public transportation choices and that incorporate transit oriented design principals. The redevelopment plans should take into account the preferences expressed at the initial visioning exercise and should be readily adapted once community input is expressed. The development of the conceptual plans should be done in collaboration with an economic feasibility analysis. The development concepts can include but are not limited to: identification of development opportunities, massing and dissemination of development potential, parking concept design and capacity for all proposed development, concept design of plazas and open space; information on economic impact to the city for each concept, potential development timeframe, etc. These development concepts will then be presented at public meetings to solicit feedback and comments and provide opportunities for the development of a consensus on community desires for a final approved plan.

As part of the Station Area Development Concepts, the Consultants will identify and describe:

- a) Key development and redevelopment sites.
- b) Building massing, height and configuration.
- c) Overall quantity and mix of uses in the study area.
- d) Linkages to surrounding communities, eg. sidewalk continuity, crosswalks, direct routing, mini plazas.
- e) Concepts for Plazas and Open Spaces.
- f) Concepts for an elevated multi-modal path and parkway between the CTA and Metra Right-of-Way.
- g) Streetscape improvements, eg. lighting, walkway textures, benches, guidance/information kiosks, landscaping/artwork, fencing, security/safety measures.
- h) Access and circulation improvements for vehicular (including bus and taxis), bicycle and pedestrian access.
- i) Facilities to support bus and rail routes, e.g. passenger shelters, convenience retail uses, parking lots, passenger drop-off areas.
- j) Infrastructure improvements, e.g. streets, utilities.

Present Draft Station Area Development Concepts to City staff

Based on the review by City staff and the Steering Committee, the Selected Consultant will revise the Concept Plans. Revised plans will be presented to the public at a workshop for review and comment. City staff, with taking into account from the Steering Committee, and public feedback, will select a favored plan (Preferred Concept Plan). This plan should include but is not limited to: final site development recommendations, station design recommendations, plaza/open space development recommendations, private development priorities, and the economic impact of this preferred development plan. The Preferred Concept Plan will include plan view drawings of the new development depicting layout, elevations and design features. A base map depicting the future land uses in the study area will incorporate the Preferred Concept Plan.

Deliverables: The deliverables will include the three (3) preliminary, draft concept plans that will be graphically shown in this report, as well as a discussion of the relative merits of each scenario. Also, a detailed Preferred Concept Plan will be shown that demonstrates a vision for future development. A written description of the Preferred Concept Plans will provide square footages of each use or d.u./acre for residential uses, parking capacity, heights, setbacks and phasing. A discussion of the reasons why the Preferred Concept Plan was considered the most viable for the study area should be included in this deliverable. The Future Land Use Plan will include a revised base map depicting the future land uses within the study area.

Task 6.0: Parking, Circulation and Access Plans

The project team will study the existing conditions of the study area's circulation and access. Once conceptual redevelopment plans have been designed, but before they are finalized, the selected Consultant should recommend how to improve pedestrian, bicycle and vehicular traffic in the study area. Recommendations will take into account the benefits provided by the transit opportunities in the study area. The selected Consultant should provide detailed recommendations concerning new parking requirements within the station area as it relates to Transit Oriented Development, including but not limited to demand of parking in the area, and potential reduction in parking requirements for developments within the station area that could be included in a text amendment to the Municipal Code. The selected Consultant will also need to determine the appropriate amount, type and location of parking to support the new development and projections for future parking demand. Also to be included in the study are indications of quantity of cab parking in front of station areas, locations of a potential Bike parking lot facility and to study the current bus station facilities and recommendations for improvement for better access/accommodation.

Deliverables: A combination of text and graphics will communicate potential strategies to provide efficient transportation in the study areas.

Task 7.0 Economic Feasibility Analysis

For the Preferred Concept Plan, the Consultant will need to consider land costs, construction costs, market trends, and expected sales and rents to determine the feasibility of the development. The Consultant should determine the feasibility of such a redevelopment concept in today's economy. It should delineate how the feasibility of the project may be affected by a further weakening of the overall economy compared with the economic situation at the conclusion of this project. If the Consultant or the Steering Committee does not believe that the preferred concept plan is economically feasible at the time of the conclusion of this project, the project team should describe in detail the conditions under which the preferred concept plan would become viable. The Consultant should also specifically recommend changes to the preferred concept plan that would make the project immediately viable under the economic conditions that exist at the conclusion of the study. Alternatively, the Consultant can recommend alternative projects that can be implemented immediately or without significant reliance on overall economy or significant additional financial support from increased taxes or other forms of government support.

Deliverables: A combination of text and tables that communicate the results of the economic feasibility of the preferred concept plan. The economic feasibility analysis will be presented to City staff and the Steering Committee for review.

Task 8.0 Developer "Reality Check" to review Draft Plan

The Consultant and staff will hold a developer focus group to provide a "reality check" regarding the proposed plan. The Consultant will work with City staff to organize a concept plan reality check with funding partners. The main purpose of the summit is to present the final concept development plan to local and regional agency representatives, elected officials, potential developers, real estate professionals or other interested organizations to spark discussion and direction for the project's funding and implementation opportunities. The Consultant will support the City in advance of the meeting to plan the event, including the identification of potential new implementation resources. The summit will not only provide further details on the project's potential funding, but also provide opportunities for the City to network with appropriate public employees and interested developers. Based on the meeting's outcome, the implementation component and the TOD Plan will be updated as necessary.

Deliverables: Provide to City staff a summary of input from the summit and recommended changes to the draft plan.

Task 9.0 Zoning Amendment Recommendations

The project team will recommend changes to the City's Code, Comprehensive Plan, and the Zoning Ordinance that will allow the type of development found in the conceptual redevelopment plans and design guidelines. These recommendations should include new parking requirements for Transit Oriented Developments within the station area.

Deliverables: Specific sections of the Code should be identified with suggestions for draft text amendments. City staff will review and provide input for final recommendations.

Task 10.0 Implementation Plan/Plan Approval

The Consultant team must develop strategies that provide a framework and realistic time frame for implementing the Preferred Concept Plan. These strategies will need to assure that the Plan will be supported throughout turnover in City Councils and staff. Areas to be addressed include realistic cost estimates and funding options, timing and phasing of redevelopment, and necessary levels of City's commitment. Specifically the Consultant will need to describe and illustrate the strategies starting from existing conditions through the phased build-out. Address site control and acquisition, remediation and demolition, suggested plan implementation phasing, cost estimates and application of appropriate funding techniques for each phase. Identify incentives and funding sources for developers including tax increment financing, state and federal financing and grants.

The Selected Consultant will present a final plan document that includes all documentation, concept designs, a final preferred development plan and cites the potential financing tools to accomplish implementation of the preferred development,

first to the Evanston Plan Commission – a recommending body to the Evanston City Council – and then to the Planning and Development (P&D) Committee for approval. Subsequent approval from the P&D Committee, the Main Street TOD Plan will proceed to City Council for full adoption.

Deliverables: Submit Fiscal Analysis and Implementation Strategies Report to the Planning Advisory Committee in electronic formats for review. Provide draft report to City staff for review. The final plan with narratives and maps will be submitted as 25 hard copies as well as one digital copy.

3.0 INSURANCE

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

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

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

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

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

4.0 SUBMITTAL REQUIREMENTS

Responses to this Request shall be in one volume. Any firm brochures and/or information pertaining to the qualifications of the firm and/or team may be submitted, but must be included in a single volume. Applicant firms must submit six (6) hardcopies, one (1) unbound original and an electronic copy on a flash drive.

A. Cover Letter

The cover letter will include the following:

- introduction of firm
- signed by an authorized Principal of the firm.
- include the name
- address

- 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 similar projects (at least 3, but no more than 5) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past 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.
- A client list of relevant projects similar in scope, size or discipline, in addition to the 3-5 project samples you have provided.

C. Area/Regional Manager(s)

Clearly identify the professional staff person (s) who would be assigned as your Area/Regional Manager(s) and provide resumes. The proposal should indicate the abilities, qualifications and experience of these individuals.

D. Fees

Provide a copy of your fees/prices on the attached price/costs form. Costs should identify hourly rates, and the staff person that will work on each task. (see Exhibit A).

E. Contract

The City has attached its standard Professional Services Agreement (see Exhibit L). List all exceptions to the contract.

5.0 M/W/EBE GOALS

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

6.0 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. Price
- C. Organization and Completeness of Proposal
- D. Ability to Meet Timeline
- E. Willingness to Execute the City of Evanston's Standard Agreement
- F. M/W/EBE Participation

7.0 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.

8.0 PROPOSED SCHEDULE

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

1. RFP issued..... October 11, 2012
2. Non- mandatory Pre-Proposal Conference October 17, 2012
3. Last Day to submit questions October 19, 2012
4. Final Addendum Issued..... October 25, 2012
5. RFP Submission Due Date November 1, 2012
6. Notifications for Interviews Week of November 12, 2012
7. Interviews Week of November 26, 2012
8. City Council Award of Contract January, 2013
9. Project Commencement January, 2013

9.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Jewell Jackson, Manager, Purchasing and Contracts, at jjackson@cityofevanston.org with a copy to Dennis Marino, dmarino@cityofevanston.org.

10.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

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

records, or part thereof, is applicable.

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

B. Withdrawal of Proposal

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

C. Exceptions to Specifications

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

D. Hold Harmless

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

E. Addenda

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

F. Term

The contract is for January 1, 2013 through December 31, 2013. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds

The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by The City of Evanston's City Council.

H. Property of the City

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

I. Payment Terms

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

J. Disclosures and Potential Conflicts of Interest

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

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

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

K. Protests

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Manager. 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 office of the Purchasing Manager.
- 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 Manager. 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 Manager to take. Statements shall be sworn and submitted under penalty of perjury.

L. Authority To Resolve Protests And Contract Claims

Protests: The Purchasing Manager 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 Manager, 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

All Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, or subcontractors has been involved in within the last three (3) years.

N. Subcontractors

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

O. Contact with City Personnel

All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Manager 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.