EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
FACILITIES COMMITTEE
Tuesday, June 2, 2015
6:00 P.M.
Evanston Public Library, Board Room, 1703 Orrington Ave.

AGENDA

1. CALL TO ORDER

2. NEW BUSINESS

   a) Discussion and Committee Approval of Mechanical Renovation Project
   b) Update on Facility Projects

3. ADJOURNMENT

The City of Evanston is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the Library at 847-448-8650 48 hours in advance of the meeting so that arrangements can be made for the accommodation if possible.
To: Evanston Public Library Facilities Committee
   Karen Danczak Lyons, Library Director

From: John Devaney, Facilities Supervisor
     Paul Gottschalk, Assistant Director

Subject: Main Library Mechanical Renovations

Date: May 29, 2015

Recommended Action:
Staff asks that the Facilities Committee recommend to the Library Board approval of the proposal from Hayes Mechanical LLC, located at 5959 S. Harlem Avenue, Chicago, IL 60638 for mechanical and electrical renovations in the Main Library as indicated in RFP 15-35 in the amount of $241,064.00.

Funding Source:
Funding is from the Library Debt Service Fund, account 186.48.4871.62911.

Summary:
This contract includes the furnishing and installation of all equipment and parts for the replacement of the air conditioning coils, air dampers and exhaust fans in the Main Library. The scope of the work is provided in greater detail later in this memo.

In 2013, the comprehensive facility assessment report for the Main Library included recommendations for major mechanical renovations. As a result of this assessment report, these renovations were included in the 2015 Capital Improvement Budget approved by the Library Board.

In January 2015, the engineering firm dbHMS was engaged to assess the condition of the equipment, develop specifications and construction documents, and provide construction cost estimate (included below).

In April, the Request for Proposal for the project was issued and seven mechanical firms attended the pre-bid meeting on April 24th. The following three firms submitted bids by the May 19th deadline:
The RFP included alternate bid options in addition to the base bids. To complete critical work, and stay within budget, we are recommending the project include the following scope of work:

**Main Library**

**Base Bid:** the replacement of the 4th floor air handling unit cooling coils, associated drain pans and the supporting steel; replacement of the supply air duct discharge sound attenuators.

Chilled water is used to cool the Main Library building. The chilled water/glycol solution flows through six large cooling coils with a total surface area of over 202 square feet. The cooling coil section is subject to condensing air temperatures below the dew point. The materials used to construct the coils and supporting structure have experienced significant corrosion in a wet environment over the past 21 years. The cooling coils are now in danger of shifting from the deteriorating structural frames that support them and must be replaced.

The air handling system includes large sound attenuators to limit the noise from air moving through the system. The sound attenuators upstream of the supply fans are corroded and rotting from the moisture and must be replaced. They must be physically removed to accommodate the coil replacement.

**Alternate 1:** the replacement of select building control dampers including the parking garage exhaust dampers, the main ventilation system outside air dampers including economizer, return air and building spill exhaust. Scope includes sheet metal fabrications, modifications to existing electrical conduit serving control wiring and reprogramming, testing and commissioning of damper operation.

The outside air intake dampers, return air, and mixed air dampers are opposed blade type, non-gasketed, and non-insulated. Typically, outside air dampers have gaskets to prevent air leakage and insulation to prevent heat loss from the building. The dampers and damper housings are leaking, and the jack shaft (control arms) linkages are in need of replacement as some are broken.

**Alternate 4:** replacement of three general building exhaust fans and the addition of variable frequency drives for control of the exhaust fans. Scope includes wiring modifications to the fan controls, expansion and integration to the building automation system and programming, testing and commissioning.

The building general exhaust fans are not able to maintain proper building air pressure. Only exhaust fan EF-1 is controlled by a variable frequency drive to modulate airflow,
while the other two fans simply stage on and off. This operation is antiquated and leads to poor control. In the event EF-1 should fail, the pressure control in the building would become unstable. The system will be improved by adding variable frequency drive controllers for each exhaust fan. The fans have seen heavy use over a 21 year period and have reached the end of their useful life.

Alternate 5: replace the fan spring isolators on the two supply fans.

The proposed costs of this work from the three firms is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Construction</th>
<th>Hayes</th>
<th>Anchor</th>
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<td></td>
<td>Estimate</td>
<td>Mechanical</td>
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<tr>
<td><strong>Main Library</strong></td>
<td></td>
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<tr>
<td>Base Bid</td>
<td>$167,325</td>
<td>$114,428</td>
<td>$184,240</td>
<td>$250,000</td>
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<tr>
<td>Alternate 1</td>
<td>$42,750</td>
<td>$80,718</td>
<td>$95,112</td>
<td>$38,000</td>
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<tr>
<td>Alternate 4</td>
<td>$67,218</td>
<td>$36,253</td>
<td>$17,648</td>
<td>$16,000</td>
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<tr>
<td>Alternate 5</td>
<td>$9,200</td>
<td>$9,665</td>
<td>$5,400</td>
<td>$8,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$286,493</td>
<td>$241,064</td>
<td>$302,400</td>
<td>$312,000</td>
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</table>

Staff recommends that Hayes Mechanical be awarded this work based on their significant previous experience with similar work, demonstrated understanding of the project, level of expertise, and positive feedback from references.

Attachments:
Proposals from three firms
Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 15738

AMBER MECHANICAL CONTRACTORS INC
11950 S CENTRAL AVE
ALSIP IL 60803

Information for this business last updated on:
Monday, September 28, 2009

Certificate produced on Monday, September 28, 2009 at 3:37 PM
AMBER MECHANICAL CONTRACTORS, INC.
11950 S. CENTRAL AVE.
ALSIP, IL 60803-3402
PHONE: 708-597-9700
FAX: 708-597-5875

PROPOSAL NUMBER: 15-35
for
MAIN AND NORTH LIBRARY HVAC MECHANICAL UPGRADE 2015

PROPOSAL DEADLINE: 2:00 P.M., May 15, 2015,
Room 4200,
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

Main & North Base Bid Proposal per Plans and Specifications Dated 4/9/2015,
Inclusive of divisions 1, 22, 23, & 26, Add#1, & as shown on
Drawings..................................................................................$457,000

**Main** Alt's per G0.00:

Alt 1: +$38,000
Alt 2: +$16,000
Alt 3: +$52,000
Alt 4: +$16,000
Alt 5: +$8,000
Alt 6: +$48,000
Alt 7: +$7,000
Alt 8: +$5,000
Alt 9: +$14,000

Respectfully Submitted,

[Signature]
James D. Major
Chief Project Estimator

*proposal valid for 30 days*

Accepted By: __________________________ Title: _____________ Date: ____/____/_____ Agreed Contract $___________

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Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: Amber Mechanical Contractors, Inc

APPLICANT ADDRESS: 11950 S Central Ave Alsip IL 60803-3402

TELEPHONE NUMBER: 708-597-9700

FAX NUMBER: 708-597-5875

APPLICANT is (Check One)

(✓) Corporation

( ) Partnership

( ) Sole Owner

( ) Association

Other ( )

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

SECTION I - CORPORATION

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

William J Beulema Jr

John Lindeemulder Jr

11950 S Central Ave Alsip IL 60803-3402

1b. (Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

_________________________________________________________

_________________________________________________________

_________________________________________________________

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

William J Beukema Jr 50%
John Lindelemulder Jr 50%
11950 S Central Ave Alsip IL 60803-3402

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

3a. Trust number and institution.

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

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.
SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

No

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

No

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

No

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

5/19/15
Date

Signature of Person Preparing Statement

Co-President

Title

ATTEST: ____________________________
Notary Public

Commission Expires: 2/10/23
### EXHIBIT B – ADDITIONAL INFORMATION SHEET

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<th>Information</th>
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<tr>
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</tr>
<tr>
<td>Proposal Number #</td>
<td>15-35</td>
</tr>
<tr>
<td>Company Name</td>
<td>Amber Mechanical Contractors, Inc</td>
</tr>
<tr>
<td>Contact Name</td>
<td>William J Beukema Jr</td>
</tr>
<tr>
<td>Address</td>
<td>11950 S Central Ave</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Alsip IL 60803-3402</td>
</tr>
<tr>
<td>Telephone/FAX</td>
<td>708-597-9700 708-597-5875</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:wbeukemajr@ambermech.com">wbeukemajr@ambermech.com</a></td>
</tr>
</tbody>
</table>

Comments:

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Exhibit C

CONFLICT OF INTEREST FORM

Amber Mechanical Contractors, Inc., hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

[Signature]
(William J. Beukema Jr)
(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this 19th day of May, 2015.

[Seal]
Shirley A. Olthof
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.
Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature:

Typed/Printed Name: William J Beukema Jr

Title: Co-President

Company Name: Amber Mechanical Contractors, Inc

Date: 5/19/15

Telephone Number: 708-597-9700

Fax Number: 708-597-5875

Email: wbeukemajr@ambermech.com
Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER’S CERTIFICATION

William J Beukema Jr, being first duly sworn,
deposes and says that he is Co-President
(Partner, Officer, Owner, Etc.)
Amber Mechanical Contractors, Inc
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

William J Beukema Jr
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 19th day of May, 2015

Notary Public

Commission Expires: 2/10/23

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
EXHIBIT F
CITY OF EVANSTON MW/EBE POLICY

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

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

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

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

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

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

Amber Mechanical Contractors, Inc (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

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

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

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

Total proposed price of response $457,000 (billed)
Amount to be performed by a M/W/EBE $114,300
Percentage of work to be performed by a M/W/EBE 25 %

Information on the M/W/EBE Utilized:
Name Dekayo Corporation
Address 15425 S Cherrywood Ct Orland Park IL 60462
Phone Number 708-595-8250
Signature of firm attesting to participation
Title and Date President 5/19/15

Please attach

1. Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:
   - ☐ Cook County
   - ☐ City of Chicago
   - ☐ State certification
   - ☐ Federal certification

2. Attach business license if applying as an EBE
May 21, 2014

Darrell Ortiz
Dekayo Corporation
P O Box 2358
15425 Cherry Wood Court
Orland Park, IL 60462-1030

Certification Term Expires: May 21, 2015

Re: NCA Certification Approval (MBE)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied in the No-Change Affidavit (NCA), we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program for Minorities, Females and Persons with Disabilities. Your firm's name will remain in the State's Directory as a certified vendor with BEP.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, ELECTRICIANS
GENERAL CONTRACTING
SERVICES, MECHANICAL
SERVICES, PLUMBING
SERVICES, TOWERS, COOLING
AIR CONDITIONERS
AIR FILTERS AND FILTER MEDIA
HEATING EQUIPMENT
FANS

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutierrez
Certification Manager
Business Enterprise Program

(L49MBE)

100 W Randolph St., Suite 4-100, Chicago, IL 60601

Printed on Recycled Paper
Exhibit H

MW/EBE PARTICIPATION WAIVER REQUEST

I am __________________________ of __________________________, and I have authority to execute this certification on behalf of the firm. I __________________________ do hereby certify that this firm seeks to waive all or part of this MW/EBE participation goal for the following reason(s):

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

1. No MW/EBEs responded to our invitation to bid.

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

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

3. No subcontracting opportunities exist.

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

4. MW/EBE participation is impracticable.

   Please provide a written explanation of why MW/EBE participation is impracticable.

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

Signature: ____________________________

(Date: ____________________________

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

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

MAIN AND NORTH LIBRARY HVAC MECHANICAL UPGRADE 2015
RFP 15-35

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 19th day of May 2015, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and [insert Professional Service Provider's name here], with offices located at [insert address here], (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed $[Insert fee here].

I. COMMENCEMENT DATE

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

II. COMPLETION DATE

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

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

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. # 15-35 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

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

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.
The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

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

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

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

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

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

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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

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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' materialmens' 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 subcontractor, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

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

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

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

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

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

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

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

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

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

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

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

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

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

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

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

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

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

IX. INTEGRATION

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

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

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

CONSULTANT:

By __________________________

Its: Co-President

FEIN Number: 36-2814872

Date: 5/19/15

CITY OF EVANSTON PUBLIC LIBRARY
1703 ORRINGTON AVENUE
EVANSTON, IL 60201

By: __________________________

Its: __________________________

Date: __________________________
REFERRALS

R.L. Millies & Associates
9711 Valparaiso Drive
Munster, IN 46321
Ron & Lee Millies – Owners
# 708-474-0104

Aspen Group
9645 Lincoln Way Lane
Frankfort, IL 60423
Dave Piersma – Owner
# 815-806-1705

Living Water Com Church
$ 498,597.00

Moriae Valley Com
$ 461,500.00

Gift of Hope
$ 43,824.00

Lincoln Way Church
$ 237,529.00

Good Shepherd Church
$ 966,755.00

Landmark Construction Co.
18606 S. 81st Ave.
Tinley Park, IL 60477
Jay Bradarich – Owner
# 708-342-0466

Highland Park Nursing
$ 887,000.00

First Midwest Bank
$ 213,000.00

George Washington Savings Bank
$ 223,230.00

Chicago Ridge Library
$ 171,500.00

Beecher Manor Phase I
$ 77,300.00

Beecher Manor Phase II
$ 168,000.00

9821 S. 78th Ave.
Hickory Hills, IL 60457
Bill Callahan – Owner
George Ferrell – Owner
# 708-430-5400

Lincoln Way West H. S.
$ 4,985,000.00

Parker School
$ 256,598.00

Hinsdale Central High School
1,141,400.00

Elgin Middle School
$ 2,611,014.05

Holy Spirit Catholic Church
$ 483,000.00

Hinsdale South High School
$ 748,600.00

Prairie Elementary School
$ 438,000.00

Glenbrook High School
$ 1,147,400.00

Jerling Junior High
$ 864,600.00

Ridgewood Library
$ 576,000.00

Ridgewood High School
$ 1,845,000.00

Glenbrook South High
$ 1,575,000.00

Oswego High School
$ 4,579,000.00

Glencoe Community Center
$ 964,940.00

Silver Cross Hospital
$1,714,207.00

Troy Middle School
$ 850,000.00

Bolingbrook Police
$ 939,300.00

Shore Enterprises- Trainor Glass Corp. Hdgtrs.
$210,873.00
Leyden School
$780,000.00
Arbry Hills
$ 28,846.00

Central Middle School
$ 2,365,787.40

Evergreen Park Fire Station
$ 207,550.00

Fierke School District # 146
$ 51,221.00

Frankfort Square School
$ 79,798.00

Fulton
$ 83,000.00

Indian Prairie Library
$ 34,900.00

Eagle Rock Church
$ 220,000.00

Memorial School
$ 59,959.00

Palos Bank- Homer Township
$ 186,024.00

Hilda Walker School
$ 348,777.00

Nancy McConathy Library
$ 139,485.00

Mokena Maintenance Facility
$ 146,100.00

Summit Hill School
$ 1,222,000.00

Wm J. Hoekstra Engineers
5600 W. 120th Street
Alsip, IL 60803
Bill Hoekstra - Principal
# 708-389-5558

Coolidge-Kennedy
$ 324,900.00

Glenwood School for Boys
$ 1,094,688.00

Madison School
$ 399,900.00

New Life Church
$ 395,000.00

Eisenhower School
$ 453,400.00

South Holland Comm. Center
$ 838,264.00

Trinity Christian College-West Hall
$ 174,350.00

Memorial School Phase 1
$ 312,950.00

Memorial School Phase 2
$ 764,000.00

Memorial School Phase 3
$ 707,540.00

Sandridge School
$ 569,785.00

Taft School
$ 546,603.00

Taft School
$ 263,000.00

Wentworth School
$ 361,998.00

Pepper Construction Co
411 Lake Zurich Rd
Barrington, IL 60010
Scott Sierens
# 847-381-2760

Lake Forest HS
$ 1,751,580.00

LaGrange Park Library
$ 328,847.00

Jacobs & Maciejewski
16125 La Salle St
South Holland, IL 60473
Jerry Maciejewski - Owner
# 708-339-3900

Coolidge/Kennedy
$ 324,900.00

Coolidge School
$ 189,888.00

Eisenhower School
$ 453,400.00

Madison Jr High
$ 563,138.00

Madison School
$ 399,900.00

Memorial School
$ 312,950.00

Memorial School Phase 2
$ 764,000.00

Memorial School Phase 3
$ 707,540.00

Sandridge School
$ 569,785.00

Taft School
$ 546,603.00

Taft School
$ 263,000.00

Wentworth School
$ 361,998.00
CITY OF EVANSTON

REQUEST FOR PROPOSAL

NUMBER: 15-35

for

MAIN AND NORTH LIBRARY HVAC MECHANICAL UPGRADE 2015

April 09, 2015

PROPOSAL DEADLINE: 2:00 P.M., May 15, 2015,
Room 4200,
Lorraine H. Morton Civic Center,
2100 Ridge Avenue,
Evanston, Illinois 60201

MANDATORY
PRE-PROPOSAL MEETING: Mandatory
9:00 A.M., April 24, 2015
Community Meeting Room
Evanston Public Library
1703 Orrington 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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SCHEDULE OF SPECIFICATIONS

The following specifications form a component part of all contract documents for this project.

DIVISION 1 – General Requirements

001000 PROJECT REQUIREMENTS
001000 PROJECT REQUIREMENTS
001010 SUMMARY OF WORK
001027 APPLICATIONS FOR PAYMENT
001028 CHANGE ORDER PROCEDURE
001045 CUTTING AND PATCHING
001060 REGULATORY REQUIREMENTS
001095 REFERENCE STANDARDS AND DEFINITIONS
001105  EXISTING UTILITY PROCEDURES
001200  PROJECT MEETINGS
001300  SUBMITTALS
001400  QUALITY CONTROL SERVICES
001500  TEMPORARY FACILITIES
001560  TEMPORARY ENVIRONMENTAL CONTROLS
001600  MATERIALS AND EQUIPMENT
001630  SUBSTITUTIONS AND PRODUCT OPTIONS
001700  PROJECT CLOSEOUT
001710  CLEANING
001720  PROJECT RECORD DOCUMENTS
001730  OPERATING AND MAINTENANCE DATA
001740  WARRANTIES AND BONDS

DIVISION 22 – Plumbing

220500  COMMON WORK RESULTS FOR PLUMBING
220523  GENERAL-DUTY VALVES FOR PLUMBING PIPING
220529  HANGERS & SUPPORTS PLUMBING PIPING EQUIPMENT
220553  IDENTIFICATION FOR PLUMBING PIPING & EQUIPMENT
220700  PLUMBING INSULATION
221116  DOMESTIC WATER PIPING
221316  SANITARY WASTE & VENT PIPING
221316.01  CURED IN PLACE PIPE (CIPP)
221316.02  SEWER LINE SMOKE TESTING

DIVISION 23 – Heating Ventilating and Air Conditioning

230151  HOT WATER BOILER RENOVATION
230503  GENERAL PROVISIONS FOR HVAC WORK
230505  BASIC HVAC MATERIALS AND METHODS
230513  COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
230529  HANGERS AND SUPPORTS FOR PIPING AND EQUIPMENT
230548  VIBRATION SEISMIC CONTROLS HVAC PIPING EQUIPMENT
230553  IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
230593  TESTING, ADJUSTING, AND BALANCING FOR HVAC
230700  HVAC INSULATION
230913.43  CONTROL DAMPERS
231123  NATURAL GAS PIPING
232113  HYDRONIC PIPING
232500  HVAC WATER TREATMENT
233113  METAL DUCTS
233119  HVAC CASINGS
233300  AIR DUCT ACCESSORIES
233413  AXIAL AND PROPELLER HVAC FANS
233713  DIFFUSERS, REGISTERS, AND GRILLES
238119  SELF-CONTAINED AIR-CONDITIONERS
DIVISION 26 – Electrical

260519  LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS
260529  HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533  RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
260923  LIGHTING CONTROL DEVICES
262726  WIRING DEVICES
262816  ENCLOSED SWITCHES AND CIRCUIT BREAKERS
262923  VARIABLE FREQUENCY MOTOR CONTROLLERS
265100  INTERIOR LIGHTING

ATTACHMENTS

Main Library Construction Drawings
North Branch Library Construction Drawings
CITY OF EVANSTON

NOTICE TO PROPOSERS

Sealed proposals will be received by the Purchasing Office in Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. local time on May 15, 2015. Proposals shall cover the following:

MAIN AND NORTH LIBRARY HVAC MECHANICAL UPGRADE 2015
RFP Number: 15-35

The City of Evanston Public Library is seeking proposals from experienced firms for a mechanical HVAC upgrade at the Main Public Library located at 1703 Orrington Avenue, Evanston, IL 60201, and the North Branch Library located at 2026 Central Street, Evanston, IL 60201.

There will be a mandatory pre-proposal meeting April 24, 2015, at 9:00 A.M in the Community Meeting Room of the Evanston Public Library, 1703 Orrington 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 above item shall conform to the RFP on file in the Purchasing Office. The document, including all necessary plans and specifications, will be available in the Purchasing Office on April 9, 2015. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid or see the City’s website at: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The State of Illinois requires under Public Works contracts that the general rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. The City if Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

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

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

Linda Thomas
Purchasing Specialist
INTRODUCTION

The City is seeking proposals for 15-35 Main Library HVAC Upgrades. Work on this project is based on a reserve study commissioned by Evanston Public Library in 2013 which identified deficiencies in the main air handling systems of the Main library building, along with an Energy assessment completed by SEDEC (Smart Energy Design Assistance Center of the University of Illinois) in 2014 which identified a number of energy cost reduction measures. The addition of a complete new HVAC system and plumbing modifications to the North Branch Library.

1.0 THE CONTRACT

The contract term desired is for a period of one year with no options to renew.

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

Prior to the submittal of a proposal, Proposers are advised to carefully examine
- the contract documents
- project scope and work tasks to be accomplished
- specifications
- submittal requirements
- insurance requirements and required documentation
- the awarded contractor will be required to submit a performance bond of 110%

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

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

2.0 SCOPE OF SERVICES

The project scope is clearly defined within the Schedule of Specifications Division documents, Main Library drawings, G0.00 and North Branch Library drawings, G0.00.

3.0 INSURANCE

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

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

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

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

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

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

1. Paper copies—six (6) hardcopies, one (1) unbound original and an electronic copy on a flash/USB drive; or
2. Electronic response only—submitted in a sealed envelope on a flash/USB drive (with any paper bid bonds as required)

Submittals must be forwarded in sealed envelopes clearly marked on the OUTSIDE with the following:
- RFP name and number
- Name and address of Firm
- Date and time of RFP deadline

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

A. Cover Letter
The cover letter will include the following:
- introduction of firm signed by an authorized Principal of the firm
- name of firm
• address of firm
• phone number of the firm submitting the proposal
• include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm’s proposal

B. Qualifications and Experience of Firm and/or Team

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

C. 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 proposal including Base Bid and Alternates as listed in the Schedule of Specifications, Division documents and on cover page G0.00 Main Library drawings, and G0.00 North Branch Library drawings.

E. Contract
The City has attached its standard contract in Exhibit J (see page 27—Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer’s response.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

None.

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

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer’s representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will 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. Willingness to Execute the City of Evanston’s Professional Services Agreement
E. M/W/EBE Participation

8.0 **SELECTION PROCESS**

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

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

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

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

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City’s review committee and will be recommended to the City Council for final approval.
If the City is unable to reach any sort of agreement with the selected firm, the City will discontinue negotiations with the selected firm and begin negotiations with the firm ranked second and so on until agreement is reached.

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

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

1. RFP issued............................................. April 09, 2015
2. Mandatory Pre-Proposal Conference and walk thru........................................... April 24, 2015
3. Last Day to submit questions.......................................................... May 01, 2015
4. Final Addendum Issued.......................................................... May 08, 2015
5. RFP Submission Due Date.......................................................... May 15, 2015
7. Contract Effective.......................................................... May 26, 2015

10.0 QUESTIONS REGARDING RFP
All questions related to this RFP should be submitted in writing to Purchasing Specialist at jcalvert@cityofevanston.org with a copy to jdevaney@cityofevanston.org.

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

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

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

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

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

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

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

F. Term
The contract is for 1 year. 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 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 Office. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

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

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

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

L. Authority To Resolve Protests And Contract Claims

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

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

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

M. Litigation

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

"covered individual" means any principal, president, managing partner, or vice-president, affiliated in any way with the Firm, and the Firm's employees or subcontractors.

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City's sole discretion, result in the Proposer's response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer's non-compliance with this Section.

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

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

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

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: Anchor Mechanical, Inc.

APPLICANT ADDRESS: 255 N. California

TELEPHONE NUMBER: (312) 492-6994

FAX NUMBER: (312) 492-6996

APPLICANT is (Check One)
M Corporation
( ) Partnership
( ) Sole Owner
( ) Association

Other ( )

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

SECTION I - CORPORATION

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

Michael Rosner
1224 133rd St., Homestead, IL. 60439

1b. (Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

N/A

Revised 10-14
1c. (Answer only if corporation has fewer than 33 shareholders.)
Names and addresses of all shareholders and percentage of interest of each herein.
(Note: Corporations which submit S.E.C. form 10K may substitute that statement for the
material requested herein.)

Michael Rosner
1224 133rd St., Harvey, Ill. 60429

100% ownership

SECTION 2 - PARTNERSHIP/ASSOCIATION/Joint Venture

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

N/A

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

N/A

SECTION 3 - TRUSTS

3a. Trust number and institution.

N/A

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

N/A

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

N/A

Revised 10-14
SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

N/A

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

N/A

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

N/A

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

Date

5/18/15

Signature of Person Preparing Statement

President

ATTEST: Michele A. Ashe Lepore
Notary Public

Commission Expires: 09/08/2018

OFFICIAL SEAL
MICHELE A. ASHE LEPORE
Notary Public - State of Illinois
My Commission Expires 9/08/2018

(Notary Seal)
EXHIBIT B – ADDITIONAL INFORMATION SHEET

Proposal Name: Main and North Library HVAC Mechanical Upgrade 2015

Proposal Number #: 15-35

Company Name: Anchor Mechanical, Inc.

Contact Name: Kevin Kenzinger

Address: 255 North California Avenue, Chicago, Il. 60612

City, State, Zip: Chicago, Il. 60612

Telephone/FAX: # (312) 492-6994 / (312) 492-6996

E-mail: KKenzinger@yahoo.com

Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Revised 10-14
Exhibit C

CONFLICT OF INTEREST FORM

[Signature]

Andover Mechanical, Inc., hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

Michael Rosner

(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this 18th day of May, 2015.

OFFICIAL SEAL

MICHELE A. ASHE LEPORE
Notary Public - State of Illinois
My Commission Expires 09/08/2016

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid/proposal.
ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature: [Signature]
Typed/Printed Name: Michael Resner
Title: President
Email: [Email]
Company Name: Aduro Mechanical, Inc.
Date: 5/18/15
Telephone Number: (312) 492-6994
Fax Number: (312) 492-6996
Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER’S CERTIFICATION

Michael Rosner, being first duly sworn, deposes and says that he is President
of Anchor Mechanical, Inc. (Partner, Officer, Owner, Etc.)

(Proposer)

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

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

Michael Rosner
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 18th day of May, 2015

Michael A. Ashe Lepore
Notary Public

Commission Expires: 09/08/2018

OFFICIAL SEAL
Michele A. Ashe Lepore
Notary Public - State of Illinois
My Commission Expires 9/08/2018

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
EXHIBIT F
CITY OF EVANSTON M/W/EBE POLICY

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

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

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

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

If a bidder is selected with a Subcontractor listed to meet the M/W/EBE goal, a “monthly utilization report” will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City’s website: http://www.cityofevanston.org/business/business-diversity/.
Exhibit G

MW/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

M21 Group, Inc. (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

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

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

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

Total proposed price of response $ 64,280.00
Amount to be performed by a MW/EBE $ 64,280.00
Percentage of work to be performed by a MW/EBE 25 %

Information on the MW/EBE Utilized:

Name M21 Group, Inc.
Address 1937 W. Fulton Ave., Chicago, Il. 60612
Phone Number (312) 692 - 8740
Signature of firm attesting to participation [Signature]
Title and Date President 5/18/15

Please attach

1. Proper certification documentation if applying as a MWBE and check the appropriate box below. This MWBE will be applying with documentation from:
   - [ ] Cook County
   - [X] City of Chicago
   - [ ] State certification
   - [ ] Federal certification

2. Attach business license if applying as an EBE

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Exhibit H

MW/EBE PARTICIPATION WAIVER REQUEST

I am _______________ of ________________, and I have authority to execute this certification on behalf of the firm. I ___________________ do hereby certify that this firm seeks to waive all or part of this MW/EBE participation goal for the following reason(s):

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

1. No MW/EBEs responded to our invitation to bid.
2. An insufficient number of firms responded to our invitation to bid.
   For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified MW/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.
3. No subcontracting opportunities exist.
   Please provide a written explanation of why subcontracting is not feasible.
4. MW/EBE participation is impracticable.
   Please provide a written explanation of why MW/EBE participation is impracticable.

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

Signature: ___________________________ Date: ____________

(Signature)
EXHIBIT I
Construction Contractors' Assistance Organizations ("Assist Agencies") Form

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>DATE CONTACTED</th>
<th>CONTACT PERSON</th>
<th>RESULT OF CONVERSATION</th>
</tr>
</thead>
</table>
| Association of Asian Construction Enterprises (AACE)  
5500 Touhy Ave., Unit K  
Skokie, IL 60077  
Phone: 847/5259693  
Perry Nakachi, President |                |                              |                        |
| Black Contractors United (BCU)  
400 W. 76th Street  
Chicago, IL 60620  
Phone: 773/483-4000  
Fax: 773/483-4150  
Email: bcunewer@ameritech.net |                |                              |                        |
| Chicago Minority Business Development Council  
105 West Adams Street  
Chicago, Illinois 60603  
Phone: 312-755-8880  
Fax: 312-755-8890  
Email: info@chicagomsdc.org  
Sheila Hill, President |                |                              |                        |
| Federation of Women Contractors  
5650 S. Archer Avenue  
Chicago, Illinois 60638  
Phone: 312/360-1122  
Fax: 312/360-0239  
Email: FWCChicago@aol.com  
Contact Person: Beth Doria  
Maureen Jung, President |                |                              |                        |
| Hispanic American Construction Industry (HACIA)  
901 W. Jackson, Suite 205  
Chicago, IL 60607  
Phone: 312/666-5910  
Fax: 312/666-5692  
Email: info@haclaworks.org |                |                              |                        |
| Women's Business Development Center  
8 S. Michigan Ave, Suite 400  
Chicago, Illinois 60603  
Phone: 312-853-3477  
Fax: 312-853-0145  
Email: wbdc@wbdc.org  
Carol Dougal, Director |                |                              |                        |

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CITY OF EVANSTON

PROFESSIONAL SERVICES AGREEMENT

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

MAIN AND NORTH LIBRARY HVAC MECHANICAL UPGRADE 2015
RFP 15-35

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

I. COMMENCEMENT DATE

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

II. COMPLÉTÉNÉ DATE

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

III. PAYMENTS

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

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A, the City's Request for Proposal/Qaulifications No. # 15-35 (Exhibit B) and Consultant's Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

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

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.
The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

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

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

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

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

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

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

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

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

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

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

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

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

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

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotekti 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

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

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

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

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

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

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

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
V. **Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Consultant’s noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

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

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

VII. **SEXUAL HARASSMENT POLICY**

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant’s internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

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

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

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

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

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

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

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

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

IX. INTEGRATION

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

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

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

CONSULTANT:

By ______________________
Its: ______________________
FEIN Number: ______________
Date: ______________________

CITY OF EVANSTON PUBLIC LIBRARY
1703 ORRINGTON AVENUE
EVANSTON, IL 60201

By: ______________________
Its: ______________
Date: ______________________
EXHIBIT A—Project Milestones and Deliverables

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

I. COMMENCEMENT DATE: _______________________

II. COMPLETION DATE: _________________________

III. FEES:

IV. SERVICES/SCOPE OF WORK:

As defined in RFP/Q #BID 15-35 (Exhibit B) and Consultants Response to Proposal (Exhibit C)

Dated: ___________________
City of Evanston
Purchasing Division Room #4200
2100 Ridge Avenue, Evanston, IL, 60201
(847) 866-2935 – Phone
(847) 448-8128 – Fax

Re: Evanston Public Library Main and North Branch HVAC Mechanical Upgrades 2015

Anchor Mechanical, Inc. is please to propose the following scope of work.

Main Library Location:

Base Bid:

➢ Replacement of penthouse built-up Air Handling Unit cooling coils, associated drain pans, and supporting steel.
➢ Replacement of S.A. duct discharge sound attenuator.

Total Investment Base Bid: $117,240.00

Alternates:

1. Replacement of select building control dampers, including parking garage exhaust dampers, main ventilation system dampers including O.A., economizer, R.A., and building spill exhaust, as indicated on mechanical plans. Scope of work includes sheet metal fabrication as required for removal and new installation of dampers, modifications to existing electrical conduit serving control wiring, and any reprogramming and testing, and commissioning of damper operation. Total Alt #1: $95,112.00

2. Replacement of supply air isolation dampers. Scope of work includes sheet metal fabrication as required for removal and new installation of dampers, modifications to existing electrical conduit serving control wiring, and any reprogramming and testing, and commissioning of damper operation. Total Alt #2: $31,267.00

3. Replacement of forced draft burners for boilers. Scope of work includes replacement of gas train, new boiler burner circuits and control power circuits. Total Alt #3: $64,712.40

4. Addition of Variable Frequency Drives for the control of building general exhaust fan. Scope of work includes alterations to power wiring and controls, expansion and tie-in to central building automation system, along with programming testing and commissioning. Total Alt #4: $17,648.00
5. Replacement of penthouse built-up Air Handling Unit supply air fan spring isolators. 
   Total Alt #5: $5,400.00

6. Repair of existing duct insulation at Air Handling Unit supply discharge plenum. Total 
   Alt #6: $5,040.00

7. Replacement of Snow melt controllers and controls. Total Alt #7: $4,540.80

8. Addition of Alarm Contacts from building Domestic Water Booster, Sewage and Sump- 
   Pumps to central building automation system, along with programming. Total Alt #8: 
   $2,743.20

9. Replacement of parking garage CO monitoring sensors and controls. Total Alt #9: 
   $9,148.00

   Total Investment Alternates: $235,611.40

North Branch Library Location:

Base Bid:
- Replacement of Domestic Water Main. Provide piping from location of meter vault in 
  front of building to connection in restrooms. Work will require cutting and patching of 
  existing floor slab, as well as new pipe hangers supports from structure.
- Reline existing sanitary main as indicated on plumbing plans.
- Remove existing building furnace and associated roof mounted condensing unit, and 
  provide air conditioning and ventilation from a new high efficiency packaged gas 
  heating/electric DX cooling roof top unit with full airside cooling economizer. Work will 
  include new duct distribution system hung from the structure.

   Total Investment Base Bid: $196,488.00

Alternates:
1. Provide new ceiling grid and high efficiency lighting as indicated on the electrical plans.

   Total Investment Alternates: $127,035.60
PLEASE NOTE: Air Balance work for total scope of proposal is: $5,500.00 Extra

PLEASE NOTE: Scott McCollam from TEC Mungo would not break out his prices for the Carrier Packaged RTU at the North Branch Location, and the AHU Coils at the Main Location so the total price for those two together are: $67,000.00 Please account for this.

We thank you for the opportunity to provide our proposal for the above work. If I may be of further assistance please feel free to contact me at 312-492-6994.

As a condition of this proposal, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration or deviation from the above proposed will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by customer and approval of an officer of Anchor Mechanical Inc. as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto on the reverse hereof, and no person has authority to make any claim, representation promise or condition on behalf of Anchor Mechanical Inc., which is not expressed herein. This proposal is valid for thirty (30) days.

CONTRACTOR
Michael Rosner, President

CUSTOMER
By:

Signature

Signature
City of Evanston
Purchasing Division Room #4200
2100 Ridge Avenue, Evanston, IL. 60201
(847) 866-2935 – Phone
(847) 448-8128 – Fax

May 18, 2015

Anchor Mechanical, Inc. References RFP #15-35

Reference #1:
- Customer: City of Chicago – Department of General Services
- Contract Date: May 2009 to May 2012
- Anchor Mechanical Project Manager: Joe Weber
- Contract Amount: $6.6 Million
- Location of Work: Facilities that we cover under this contract: City Hall, Police
  Headquarters, 911 Center, 311 Center, along with over 400 Municipal Buildings,
- Reference Name: Rich Enault
- Reference Phone #: (312) 446-0677
- Project Title: PREVENTATIVE MAINTENANCE PARTS AND REPAIR SERVICES
  FOR AIR CONDITIONING EQUIPMENT, CHILLERS, PNEUMATIC AND DIRECT
  DIGITAL CONTROLS.
- Scope of Work: Perform design, preventative maintenance and repair for pneumatic and
  direct digital controls on the following types of systems: Johnson, Teletrol, Stalfa,
  Honeywell, Robert Shaw, Control Solutions, Carrier Comfort Works, Siebe and Tracer
  Summit. Our technicians provide system upgrades to keep operating systems up to date.
  In addition, we supply parts, hardware and software as well as perform system
  calibrations as needed. As retrofits of existing facilities and new buildings come online,
  different types of pneumatic or direct digital control systems will be serviced under this
  contract.

Reference #2:
- Customer: Chicago State University
- Contract Date: April 2009 to June 2011
- Anchor Mechanical Project Manager: Kim McMahan
- Contract Amount: $100,000.00
- Project Title: Maintenance, Operations, and Repairs of HVAC Equipment and Building
  Automation System Controls.
- Reference Name: Tom Kenny
- Reference Phone Number: (708) 269-8781
- Summary of Work: Troubleshooting controls and electrical HVAC units. Troubleshoot
  and replace defective parts on the sprinkler system. Repaired various sprinkler heads,
  electrical wiring on the fire alarm system as well as reinstalled panel/coveres. Installed
Qty. (5) sewage ejector pumps in the elevator pits of Bldgs. A, B, C, D, and F. Replaced compressors on HVAC units. Leak tested refrigerant circuits. Repaired copper, steel, and plastic piping. Performed predictive and preventative maintenance, troubleshooting and repair of commercial HVAC mechanical systems and equipment. Identify, repair, and/or install parts and component replacement repairs.

Reference #3:
- Customer: Cook County John H. Stroger Jr. Hospital – 1901 W. Polk St. Chicago, IL 60612
- Contract Date: January 2006 to December 2012
- Anchor Mechanical Project Manager: Ken Botta
- Contract Amount: $540,000.00
- Project Title: Provide Services for the following: Facilities Management / Consultation for job site maintenance, powerhouse steam boilers, mechanical repairs, and emergency services.
- Building Detail: John H. Stroger Hospital is a 1.2 million square foot facility with 8 plus lower levels. This building features 464 total beds with a complete emergency care, radiology equipment along with other diagnostic services include laboratories, dialysis pharmacy, respiratory therapy, occupational therapy, cardiac diagnostics, neurophysiology, endoscopy, pulmonary diagnostics, infusion therapy, and the vascular lab.
- Reference Name: Sy Hickey
- Reference Phone: (312) 864-1470
- Summary of Work: Provide skilled labor tradesmen consisting of: Operating Engineers, Laborers, Pipefitters, Painters, Plumbers, Structural Ironworkers, Boilermakers, Architectural Ironworkers, Sheet Metal Workers, and Electricians. Provided various trades to perform maintenance, repair, and supply services for a variety of different HVAC equipment and appurtenances for buildings located on the campus of John H. Stroger Jr. Hospital of Cook County. These reparation services include but are not limited to: Data Center Critical Equipment, Chillers (10-year teardowns performed on Hitachi Chillers & Carrier Chillers), Chiller Make-up Water Tank Demo and Installation, various Boilers, Fume Hoods, Building Automation System (BAS) Controls, Refrigeration Critical Equipment, Maximo Software Systems, Fire Dampers, Fire Pump Testing, etc.

Reference #4:
- Customer: Metropolitan Water Reclamation District of Greater Chicago Main Office Complex
- Contract Date: 9/1/2009 to 8/30/2012
- Anchor Mechanical Project Manager: Kevin Kenzinger
- Contract Amount: $2.1 Million
- Location of Work: 100 & 111 East Erie Street, Chicago, IL 60611
Reference #1 Name & Phone Number: Eric Laddlack (312) 751-7940
Reference #2 Name & Phone Number: Michael Roundtree (312) 751-4039
Project Title: Providing Operating Engineering Services to the Main Office Building Complex for a Three Year Period, Contract #09-416-11
Scope of Work: A main section of this contract is to provide systematic maintenance of pneumatics, air dryers and electrical controls systems. Our technicians examine, adjust, clean, lubricate, repair or replace equip., and controls. Repair detailed reports for review of work completed and the condition of all components of the controls system.
Equipment that is maintained under this contract include: Thermostats, pressure regulator, relays, pilot valves, switches, valves, damper motors, damper thermostats, air compressors and associated controls; pneumatic controls associated with chilled water and hot water systems, recorders air dryers, Carrier Weathermaster Systems, Invensys Receiver Controllers and air handler controls. In addition, we provide services to Robert Shaw Controls which control all dampers, fans, heaters, and pumps etc. which are positioned throughout various locations in the building.

Reference #5:
Customer: Career Education Corporation Headquarters
Contract Date: October 2009 to October 2013
Anchor Mechanical Project Manager: Gene Rosner
Contract Amount: $1.5 Million
Location of Work: 2895 Greenspoint Parkway, Schaumburg, IL
Reference Name: Michael Dobson
Reference Phone Number: (847) 585-2723
Project Title: Provide Environmental Controls Design, Installation and Optimization for Various Career Education Facilities throughout the U.S.
Scope of Work: We have performed several inspections, troubleshooting and repair to building automation systems from manufacturers such as Trane, Siemens Apogee, Robert Shaw, and Invensys. Performed due diligence of controls systems and provided a detailed report of findings and recommendations. In addition, recommended installation of Building Automation Systems in various schools to save time and money for Career Ed. Facilities. Proposed the design of building automation systems and provided estimates. Received approval in which we purchased all major components. Installed various types of environmental controls systems, configured system with HVAC equip., programmed controls, trained owner’s representative and optimized controls system with varying weather conditions. Installed BAS interface to be custom designed to meet the needs of the customer operator. Provided consulting services from our controls division such as off-site monitoring. Provided control diagrams and sequence of operations data following completion of design build projects.
City of Evanston
Purchasing Division Room #4200
2100 Ridge Avenue, Evanston, IL. 60201
(847) 866-2935 – Phone
(847) 448-8128 – Fax

Anchor Mechanical, Inc. Area Regional Manager

Kevin Kenzinger of Anchor Mechanical, Inc. will be the Area Regional Manager assigned to this Contract City of Evanston Main and North Library HVAC Mechanical Upgrade 2015.

Mr. Kenzinger has worked for Anchor Mechanical, Inc. for over 10 years and has led many projects valued from as low as 20K all the way up to $15 million. Some of these projects include: Cook County John H. Stroger, JR. Hospital HVAC/R System Maintenance & Repair, Safety Kleen HVAC Maintenance & Repair, Chicago Park District HVAC System Upgrades, etc. In addition, Kevin has an extensive background in project management, human resources, supply chain management, maintaining knowledge of city building code, safety supervision, execution of large scale projects, communication procedures and facilities management.

Kevin has clearly demonstrated through past experience that he has the technical expertise to manage a contract of this size or greater. Furthermore, Kevin’s MBA level of education and engineering background has been the foundation to his success in this field. Next, Anchor Mechanical, Inc. would like to propose Mr. Johnathan Radke as the safety supervisor on this contract. Mr. Radke is certified in First Aid, Adult CPR-AED and also has OSHA training credentials.

We thank you for your time and look forward to working with you on this Contract. If you have any questions or concerns feel free to contact me at 312-492-6994.

Sincerely,

Michael Rosner
President, Anchor Mechanical, Inc.
### OPINION OF PROBABLE CONSTRUCTION COST

**PROJECT:** Evanston Main Library  
**PREPARED FOR:** Evanston Public Library  
1700 Orrington Ave  
Evanston, IL 60201

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### OPINION OF PROBABLE CONSTRUCTION COST

**PROJECT:**
Evanston Main Library

**PREPARED FOR:**
Evanston Public Library
1702 Orrington Ave
Evanston, IL 60201

**Last Updated:** 04/30/15
**dHRMS Project No.:** 14-135

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#### ALTERNATE 6 - Repair of duct insulation

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#### ALTERNATE 7 - Replacement of snow melt controls

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#### ALTERNATE 8 - Alarm Contacts from Pump Panels

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#### ALTERNATE 9 - Replacement of Garage CO2 sensors and controls

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## OPINION OF PROBABLE CONSTRUCTION COST

**PROJECT:**
Evanston North Branch Library - Base scope of work

**PREPARED FOR:**
Evanston Public Library
1703 Orrington Ave
Evanston, IL 60201

**Last Updated:** 04/14/15
**dbHMS Project No.:** 14-135

### DIVISION

#### BASE SCOPE OF WORK

<table>
<thead>
<tr>
<th>21</th>
<th>Fire Protection</th>
<th>Unit</th>
<th>Qty.</th>
<th>Cost/Unit</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>LB</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>LS</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>22</th>
<th>Plumbing</th>
<th>Unit</th>
<th>Qty.</th>
<th>Cost/Unit</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1&quot; type L copper pipe, wth couplings and hangers (160' w/ 10% fittings)</td>
<td>LF</td>
<td>176</td>
<td>$26.45</td>
<td>$4,565</td>
<td>$4,565</td>
</tr>
<tr>
<td>B</td>
<td>1&quot; Insulation wth all service jacket (160' 20% extra for fittings)</td>
<td>LF</td>
<td>192</td>
<td>$7.73</td>
<td>$1,484</td>
<td>$1,484</td>
</tr>
<tr>
<td>C</td>
<td>Underground water main installation including sidewalk slab removal, excavation, and reinstallation. Also wall pipe stiff</td>
<td>EA</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>D</td>
<td>sewer pipe lineing based on phone estimate From Reference Plumbing including outside excavation, demolition, and reinstallation of sidewalk/ditch</td>
<td>LF</td>
<td>141</td>
<td>$150.00</td>
<td>$21,150</td>
<td>$21,150</td>
</tr>
</tbody>
</table>

#### EXCLUSIONS AND WORK BY OTHERS:

<table>
<thead>
<tr>
<th>23</th>
<th>Mechanical</th>
<th>Unit</th>
<th>Qty.</th>
<th>Cost/Unit</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Rooftop Unit - includes installation and controls</td>
<td>EA</td>
<td>1</td>
<td>$42,000.00</td>
<td>$42,000</td>
<td>$42,000</td>
</tr>
<tr>
<td>B</td>
<td>Ductwork - Base work</td>
<td>LB</td>
<td>3350</td>
<td>$9.50</td>
<td>$31,825</td>
<td>$31,825</td>
</tr>
<tr>
<td>C</td>
<td>Duct Liner and insulation</td>
<td>SF</td>
<td>2065</td>
<td>$8.15</td>
<td>$16,930</td>
<td>$16,930</td>
</tr>
<tr>
<td>D</td>
<td>Diffusers</td>
<td>EA</td>
<td>25</td>
<td>$300.00</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>E</td>
<td>Dampers</td>
<td>EA</td>
<td>28</td>
<td>$175.00</td>
<td>$4,950</td>
<td>$4,950</td>
</tr>
<tr>
<td>F</td>
<td>Natural gas piping w/ hangers</td>
<td>LF</td>
<td>45</td>
<td>$62.00</td>
<td>$2,790</td>
<td>$2,790</td>
</tr>
<tr>
<td>G</td>
<td>Smoke Detector</td>
<td>EA</td>
<td></td>
<td>Included with RTU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Air Test and Balance</td>
<td>LS</td>
<td></td>
<td></td>
<td>$10,250</td>
<td>$10,250</td>
</tr>
<tr>
<td>I</td>
<td>Demolition - ductwork</td>
<td>LF</td>
<td>200</td>
<td>$6.50</td>
<td>$1,300</td>
<td>$1,300</td>
</tr>
</tbody>
</table>

#### EXCLUSIONS AND WORK BY OTHERS:

<table>
<thead>
<tr>
<th>24</th>
<th>Mechanical</th>
<th>Unit</th>
<th>Qty.</th>
<th>Cost/Unit</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ceiling Removal and Rehanging</td>
<td>SF</td>
<td>3128</td>
<td>$2.00</td>
<td>$6,256</td>
<td>$6,256</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>25</th>
<th>Electrical</th>
<th>Unit</th>
<th>Qty.</th>
<th>Cost/Unit</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>New RTU CONNECTION</td>
<td>LF</td>
<td>100</td>
<td>$125.00</td>
<td>$12,500</td>
<td>$12,500</td>
</tr>
<tr>
<td>B</td>
<td>CONDUIT AND WIRING</td>
<td>EA</td>
<td>1</td>
<td>$300.00</td>
<td>$300</td>
<td>$300</td>
</tr>
<tr>
<td>C</td>
<td>NEW 60A 3P-4W</td>
<td>EA</td>
<td>1</td>
<td>$400.00</td>
<td>$400</td>
<td>$400</td>
</tr>
<tr>
<td>D</td>
<td>WP MISC SWITCH</td>
<td>EA</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

#### ALTERNATE WORK:

<table>
<thead>
<tr>
<th>26</th>
<th>Electrical / Ceiling - Alternate</th>
<th>Unit</th>
<th>Qty.</th>
<th>Cost/Unit</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LIGHTING AND SWITCHING</td>
<td>EA</td>
<td>50</td>
<td>$400.00</td>
<td>$20,000</td>
<td>$20,000</td>
</tr>
<tr>
<td></td>
<td>NEW EXIT SIGNS</td>
<td>EA</td>
<td>3</td>
<td>$500.00</td>
<td>$1,500</td>
<td>$1,500</td>
</tr>
<tr>
<td></td>
<td>NEW EMERGENCY LIGHTS</td>
<td>LF</td>
<td>980</td>
<td>$25.00</td>
<td>$24,000</td>
<td>$24,000</td>
</tr>
<tr>
<td></td>
<td>LIGHTING DEMOITION</td>
<td>LS</td>
<td>1</td>
<td>$2,800.00</td>
<td>$2,800</td>
<td>$2,800</td>
</tr>
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</table>

#### EXCLUSIONS AND WORK BY OTHERS:

<table>
<thead>
<tr>
<th>27</th>
<th>Ceiling Construction</th>
<th>Unit</th>
<th>Qty.</th>
<th>Cost/Unit</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>SF</td>
<td>3128</td>
<td>$8.00</td>
<td>$25,024</td>
<td>$25,024</td>
</tr>
</tbody>
</table>
May 19, 2015

John Devaney
Maintenance Supervisor
1703 Orrington Avenue
Evanston, IL 60201
Email: jdevaney@cityofevanston.org

Project Reference: 15-35 Main Library HVAC Improvements
Hayes Reference: Hayes Proposal 150549

Mr. Devaney,

Hayes Mechanical is a full service HVAC contractor doing business in Chicago since 1918. Hayes Mechanical offers 24-hour HVAC service, boiler repairs, plumbing and building automation and energy management services. We also offer turnkey construction solutions for HVAC projects where the primary work involves HVAC installations. The Evanston Library Improvement project is one that Hayes is qualified for and is confident in successfully completing. Attached is a list of Commercial Construction project completed by Hayes Mechanical in the past few years.

MAIN LIBRARY

Hayes Mechanical is pleased to present the enclosed proposal for you review and consideration. Hayes will provide the required labor, material and equipment for the above referenced project based on the plans and specifications prepared by dbHMS drawings, G0.00, M0.01, M2.00, M2.04, M2.05, M4.01, M4.02, M6.01, E0.01, E2.04 and E4.01 dated April 8, 2015 and Addendum Number 1;

Base Bid
- Replacement of Penthouse Built up Air Handling Unit Cooling Coils, associated Drain Pans and Supporting Steel
- Replacement of SA Duct Discharge Sound Attenuator

For the Main Library Base Bid referenced scope of work we respectfully submit a lump sum of $14,428.00.

Alternate Number 1
- Replacement of Select Building Control Dampers including parking garage exhaust dampers, main ventilation system OA dampers including economizer, RA and building spill exhaust as indicated on the mechanical plans. Damper 1, 2, 6, 7, 8, 9, 12, 13 and 14. Scope includes sheet metal fabrications as required for removal and new installation of dampers, modifications to existing electrical conduit serving control wiring and any reprogramming and testing and commissioning of damper operation.

For the Alternate Number 1 scope of work we respectfully submit a lump sum of $80,178.00.

Alternate Number 2
- Replacement of supply air isolation dampers. Dampers 10 and 11. Scope includes sheet metal fabrications as required for removal and new installation of dampers, modifications to existing electrical conduit serving control wiring and any reprogramming and testing and commissioning of damper operation.

Hayes Mechanical LLC
For the **Alternate Number 2** scope of work we respectfully submit a lump sum of $19,837.00.

**Alternate Number 3**
- Replacement of forced draft burners for boilers. Scope includes replacement of gas train, new boiler burner circuits and control power circuits.

For the **Alternate Number 3** scope of work we respectfully submit a lump sum of $98,868.00.

**Alternate Number 4**
- Addition of variable frequency drives for control of building general exhaust fans. Scope includes alteration to power wiring fan controls, expansion and tie-in to central building automation system, along with programming testing and commissioning.

For the **Alternate Number 4** scope of work we respectfully submit a lump sum of $36,253.00.

**Alternate Number 5**
- Replacement of penthouse built up air handling unit supply fan spring isolators.

For the **Alternate Number 5** scope of work we respectfully submit a lump sum of $9,665.00.

**Alternate Number 6**
- Repair of existing duct insulation at air handler supply fan discharge plenum.

For the **Alternate Number 6** scope of work we respectfully submit a lump sum of $5,023.00.

**Alternate Number 7**
- Replacement of snow melt controllers and controls.

For the **Alternate Number 7** scope of work we respectfully submit a lump sum of $5,160.00.

**Alternate Number 8**
- Addition of alarm contacts from building domestic water booster sewage and sump pumps to central building automation system along with programming.

For the **Alternate Number 8** scope of work we respectfully submit a lump sum of $3,240.00.

**Alternate Number 9**
- Replacement of parking garage sensor CO monitoring sensors and controls.

For the **Alternate Number 9** scope of work we respectfully submit a lump sum of $12,600.00.

**NORTH BRANCH LIBRARY**

Hayes Mechanical is pleased to present the enclosed proposal for you review and consideration. Hayes will provide the required labor, material and equipment for the above referenced project based on the plans and specifications prepared by dbHMS drawings, G0.00, M0.01, M1.01, M2.01, M5.01, M6.01, E0.1, E1.1, E2.1, E5.1, P0.01, P2.01 dated April 4, 2015 and Addendum Number 1;
• Replacement of existing domestic water main from existing meter to restrooms including cutting and patching existing floor slab, side walk replacement and all pipe, pipe insulation and hangers
• Reline existing sanitary sewer from adjacent space (Future Wine and Cheese Shop), restrooms to street sewer connection including cutting and patching of existing slab. Replacement of carpet is excluded...
• Removal of existing furnace and associated roof mounted condensing unit and provide air conditioning and ventilation from a new high efficiency packaged gas heat electric DX cooling roof top unit with full airside cooling economizer work will include new duct distribution.
• For the North Branch Library base bid scope of work we respectfully submit a lump sum of $193,744.00.

Alternate Number 1
• Provide new ceiling grid and high efficiency lighting as shown on plans. $5,792.00.

Notes and Clarification:
➢ All work will be performed in a first class workmanlike manner on straight time. Our terms are payment upon completion, and 1 ½ -% per month service charge will be added to all delinquent accounts.
➢ All work to be completed before June 1, 2016
➢ We assume all existing systems, utilities and equipment operates and functions properly.
➢ We assume normal working and delivery hours 7:00am-3:30pm, Monday thru Friday.

Exclusions:
➢ Premium time
➢ Temporary services
➢ Any/all work associated with hazardous, toxic, or contaminated materials. This shall include but not be limited to lead and asbestos.
➢ MBE/WBE participation
➢ Fire Dampers/Fire Caulking
➢ Access Panels
➢ Taxes
➢ Painting of any kind.
➢ Seismic.

We reserve the right to review this quotation thirty [30] days from date appearing on this letter.

Very truly yours,

Thank you for your consideration.

Sincerely

Russel A. Palmer

Hayes Mechanical
GREAT AMERICAN INSURANCE COMPANY
OHIO

BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:
(Name, legal status and address)
Hayes Mechanical LLC
5959 S. Harlem Ave.
Chicago, IL 60638

SURETY:
(Name, legal status and principal place of business):
Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

OWNER:
(Name, legal status and address)
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Replace Chilled Water Coils, Replace Boiler Burners, Replace Controls

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of May, 2015.

(Witness) Lucas

(Witness) Karen E. Socha

Hayes Mechanical LLC
(Principal)

By: (Title)

GREAT AMERICAN INSURANCE COMPANY
(Surety)

By: (Attorney-In-Fact)

Harold Miller Jr.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310 - 2010 Edition
State of Illinois } ss:
County of DuPage

On this 19th day of May in the year two thousand fifteen, before me, Kathleen A. Weaver, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Harold Miller Jr. known to me to be the duly authorized Attorney-in-fact of the Great American Insurance Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said Harold Miller Jr. duly acknowledged to me that he subscribed the name of the Great American Insurance Company and thereto as Surety and his own name as Attorney-in-fact.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires 1/24/2016

Notary Public in and for County, State of
Kathleen A. Weaver DuPage, Illinois
The number of persons authorized by this power of attorney is not more than 1

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stand to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name
Harold Miller Jr.

Address
2 Pierce Place
Itasca, IL 60143-3141

Limit of Power
$100,000,000.00

Principal: Hayes Mechanical LLC
Obligee: City of Evanston

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19th day of May, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 19th day of May, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

DAVID C. KITCHIN (877-577-2405)

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of May, 2015.

Assistant Secretary
Commercial References

Park Ridge/Niles School District 64
200 S Lincoln, Park Ridge IL
Contact – Scott Mackall 847-227-7918
Replaced three (3) 100 HP Kewanee low pressure steam boilers with four (4) 60 HP Burnham low pressure steam boilers. Including new steam header, gas trains, condensate receiver system, draft assist breeching system and chimney stack liner. Completed 12/2013 Total Project Cost - $514,500

BP Naperville Campus / CBRE
150 W Warrenville Rd.
Naperville, IL 60563
Contact- Ray Knox – Chief Engineer-
Jerry Ebert- Senior Project Manager- 630-420-3835
Perform numerous capital piping and boiler projects.
Provide preventative maintenance services on all HVAC and Kitchen Refrigeration Equipment.
Provide 24 hr / 365 day coverage for all mechanical emergencies – Oct 2010- to Present

ComEd – Joliet Computer Center Chiller Plant Upgrade
1700 S Spencer Rd.
Contact – Chuck Strong – Project Manager 219-793-3417
Replace 3ea. Trane- 388 Ton Air Cooled Chillers including new pumps, controls, and Piping.
Ongoing – scheduled completion Nov 2014 Total Project Cost – 2.8 Million

Carl Sandburg Village
1455 N. Sandburg Terrace
Chicago, IL 60610
Contact- Judy Cole 312-787-0800
Installation of 9 new High Efficiency Boilers including new Domestic Water Heating System
Ongoing – Scheduled Completion March 2014 Total Project Cost – 1.4 Million

Archdiocese of Chicago
Facilities and Construction
835 N Rush St. 22nd Flr
Chicago, IL 60611
Contact – Jacob Precido

Various Boiler and Equipment Replacement Projects
Ongoing since 2007 Annual Volume – 1-1.5 Million

Nalco Chemical
6216 W. 66th Place
Chicago, IL
Contact – Chad Brajercik 708-496-5002
Ongoing – Annual Plant Maintenance including HVAC and Process Equipment.
Piping modification and Plant Upgrade Projects
ASME Code Vessel Repair and Replacement Annual Volume 1.5 – 2 Million

University of Chicago
5100 S. Dorchester
Chicago, IL 60615
Annual Boiler Maintenance and HVAC Services - Ongoing
Annual Volume - $400,000 to $500,000 annually
Completed Keystone Boiler Rehabilitation project including tubes, steam drum internals, and inner and outer casing. Completed Oct 2012 Total Project Cost - $555,000

United Airlines
O'Hare Field
Chicago, IL
Contact – Bob Heatherington 773-601-3301

Annual Boiler, Chiller, and HVAC Installation and Services - Ongoing
Annual Volume - $1.5 Million

Mt. Sinai Hospital
1500 S California
Chicago, IL 60608
Contact – Mark Roberts – 773-257-8704

Boiler # 1 & #2 Re-Tube and Controls Upgrade Project - Completed 12/2010
Project Total - $1.1 Million

Kellogg’s
2945 W 31st St.
Chicago, IL 60614
Contact- Mark Krippenger- 773-843-6815

Phase1 HVAC Equipment and Roof Replacement Project – $ 1.6 million completed Oct 2010
* Phase2 HVAC Equipment and Roof Replacement Project – $ 1.9 million scheduled comp. Oct 2011
Annual Plant HVAC and Process Equipment Maintenance and Emergency Service
$300,000 - $400,000 annually – Signed Contract thru Aug 2013

Columbia College
600 S. Michigan Ave.
Chicago, IL 60605
Contact – Mike Guidotti – 312-907-5945

Perform Ongoing HVAC Service work and Capitol Project work via RFP’s.

Complete Boiler Room Equipment Replacement Project – completed Nov. 2010
$1.1 million – FH Paschen

Sheraton Chicago O'Hare Hotel
6501 N. Manheim Rd.
Rosemont, IL 60018
Contact – John Pettenon 847-344-3689
Ongoing Full Service HVAC and Plumbing Maintenance – 2009 – to present
Recently completed hotel renovation project including new ballroom and bar areas plumbing- 2011-2012

Additional Information – Hayes Mechanical currently has 80 service vehicles on the road daily.
Our Commercial Department is made up of HVAC Service, Boiler and Tank Repair, Commercial Projects, Controls, Plumbing, and Sheetmetal Divisions.
Our 15 Commercial Project Managers all specialize in one or more of the above mentioned fields.
The 100% Union Field Mechanics are on call 24/7 365 days a year and our management staff take all after hours emergency calls @ 312-259-5500.

The Safety of our employees and the Satisfaction of our customers is our #1 priority and goal at Hayes Mechanical.

For more information, please contact – Joe Montagano @ 773-292-2724
jmontagano@hayesmechanical.com
Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: HAYES MECHANICAL

APPLICANT ADDRESS: 5959 S Harlem Ave

TELEPHONE NUMBER: 773 784 0000

FAX NUMBER: 773 784 0801

APPLICANT is (Check One)
( ) Corporation
( ) Partnership
( ) Sole Owner
( ) Association

Other ( ) LLC

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

SECTION I - CORPORATION

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

Terry Ancel - President

George Englebrecht - COO

William Blais - Treasurer

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

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

Please call Mark Tibbits 773-292-2587

______________________________________________________________

______________________________________________________________

Revised 10-14
1c. **(Answer only if corporation has fewer than 33 shareholders.)**
Names and addresses of all shareholders and percentage of interest of each herein.
(Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

3a. Trust number and institution.

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

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.
SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date: 5/19/18
Signature of Person Preparing Statement

ATTEST: Carrie L. Lucas
Notary Public
Commission Expires: 2/1/2019

(Notary Seal)
EXHIBIT B – ADDITIONAL INFORMATION SHEET

Proposal Name: Main Library HVAC Upgrades
Proposal Number #: 15-35
Company Name: Hayes Mechanical
Contact Name: Russel Palmer
Address: 5459 S. Harlem Ave
City, State, Zip: Chicago IL 60638
Telephone/FAX #: 773-784-0000
E-mail: rpalmer@hayesmechanical.com

Comments: 

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Exhibit C

CONFLICT OF INTEREST FORM

[Hays Mechanical], hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

L.L.C

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this 14th day of May, 2015.

[Official Seal]
Carrie L. Lucas
Notary Public State of Illinois
My Commission Expires 07/01/2019

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid/proposal.
Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature: ___________________________ Company Name: HayesMechanics

Typed/Printed Name: ___________________________ Date: ___________________________

Title: ___________________________ Telephone Number: 113-784-0000

Email: ___________________________ Fax Number: 113-784-0001

Revised 10-14
ANTICOLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

[Signature] Terry Ance, being first duly sworn, deposes and says that he is CEO (Partner, Officer, Owner, Etc.) of Hayes Mechanical (Proposer)

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

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

(Name of Bidder if the Bidder is an Individual)  (Name of Partner if the Bidder is a Partnership) LLC

(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 19th day of May, 2015

[Signature] Carrie L. Lucas
Notary Public

Commission Expires: 21/1/2019

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
EXHIBIT F
CITY OF EVANSTON M/W/EBE POLICY

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

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

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

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

If a bidder is selected with a Subcontractor listed to meet the M/W/EBE goal, a “monthly utilization report” will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City’s website: http://www.cityofevanston.org/business/business-diversity/.
Exhibit G

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

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

This firm is a (check only one):

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

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

N/A Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a “commercially useful function”.

Total proposed price of response $ __________________

Amount to be performed by a M/W/EBE $ __________________

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

Information on the M/W/EBE Utilized:

Name ____________________________________________________________

Address _________________________________________________________

Phone Number ___________________________________________________

Signature of firm attesting to participation ____________________________

Title and Date __________________________

Hayes will subcontract as much M/W/EBE as possible.

Please attach

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

☐ Cook County
☐ City of Chicago
☐ State certification
☐ Federal certification

2. Attach business license if applying as an EBE
Exhibit H

M/W/EBE PARTICIPATION WAIVER REQUEST

I am ___________________ of __________________, and I have authority to execute this certification on behalf of the firm. I __________________ do hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal for the following reason(s):

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

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

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

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

_____ 3. No subcontracting opportunities exist.

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

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

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

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

Signature: ___________________________ Date: ____________

(Signature)
CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

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

MAIN AND NORTH LIBRARY HVAC MECHANICAL UPGRADE 2015
RFP 15-35

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

I. COMMENCEMENT DATE

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

II. COMPLETION DATE

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

III. PAYMENTS
## EXHIBIT I

**Construction Contractors’ Assistance Organizations (“Assist Agencies”) Form**

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