

evanston public library



EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES

Wednesday, April 19, 2023

6:30 pm

Main Library, Community Meeting Room and via Zoom

Remote Access Information

The Board of Trustees of the Evanston Public Library will hold its monthly meeting remotely. There are two ways to access the meeting, and it's pretty simple: on your computer or a phone.

Evanston Public Library is inviting you to a scheduled Zoom meeting.

Topic: EPL Board Meeting – Library Board Meeting

Time: April 19, 2023 6:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/89395861737>

+1 312 626 6799(Chicago) is the closest number.

The full list of US numbers:

- +1 3126266799 (Chicago)
- +1 6465588656 (New York)
- +1 3017158592 (Washington D.C.)
- +1 3462487799 (Houston)
- +1 6699009128 (San Jose)
- +1 2532158782 (Tacoma)

Please sign up to provide public comment by phone or video during the meeting by completing this google form: <https://forms.gle/ENo3s6XsH1X1pRdu5>

Zoom Tips

- Proper etiquette for virtual meetings is to mute your microphone unless you are talking. This makes it much easier for everyone else to hear and eliminates background noise.
- If you are connecting with a computer, your microphone is automatically muted.
- If you are connecting with a phone, please mute your audio.
- This meeting will be recorded (video and audio) as required by law.



EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES

Wednesday, April 19, 2023

Meeting of the Board

6:30 PM

In person and remote

Members of the public are invited to provide comments in-person during the Public Comment portion of the meeting or by submitting written comments in advance via the following link: <https://forms.gle/ENo3s6XsH1X1pRdu5>
Written comments will be attached to the Board minutes and distributed to Trustees.

AGENDA

- 1. CALL TO ORDER / DECLARATION OF QUORUM**
- 2. LAND ACKNOWLEDGMENT**
- 3. CITIZEN COMMENT**
Not to exceed 45 minutes
- 4. OATH OF OFFICE**
- 5. CONSENT AGENDA**
 - A. Approval of March 15, 2023 Board Meeting Minutes**
 - B. Approval of March 30, 2023 Special Board Meeting Minutes**
 - C. Approval of April 7, 2023 Special Board Meeting Minutes**
 - D. Approval of April 12, 2023 Special Board Meeting Minutes**
 - E. Approval of Bills and Payroll**
- 6. EQUITY, DIVERSITY AND INCLUSION**
 - A. Racial Equity Task Force (Distributed in Advance)**
- 7. LIBRARY DIRECTOR'S REPORT (Distributed in Advance)**
- 8. STAFF REPORTS**
Administrative Services Report (Distributed in Advance)
- 9. BOARD REPORTS**
 - A. Development Committee**
 - B. Endowment Investment Committee**
 - C. Executive Committee**
 - D. Management & Policy Committee**
 - E. Board Development Committee**
 - F. Facilities Committee (Action)**
 - A. Library Maintenance seeks CIP project 480032 Bid 23-06 "Main Library LED Lighting Upgrade" to be awarded to Verde Energy Experts in the amount of \$225,500.**
 - B. Library Maintenance seeks approval for the Compass Concrete estimate of \$43,800 for emergency masonry restoration to the Main library entranceway necessary after the February 2023 sewer collapse.**
 - G. Director Search Team**
- 10. UNFINISHED BUSINESS**
 - A. Search Firm contract approval (Action)**
- 11. NEW BUSINESS**
 - A. Appointment of Nominating Committee**
 - B. Facilities Policy (Discussion)**
- 12. ADJOURNMENT**
Next Meeting: May 17, 2023 at 6:30 pm in person at the Main Library

The City of Evanston and the Evanston Public Library are 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 or TDD/TTY number 847-866-5095 at least 48 hours in advance of the meeting so that arrangements can be made for the accommodation if possible.



MEETING MINUTES
EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Wednesday, March 15, 2023
Meeting of the Board
6:30 PM
Main Library, Community Meeting Room and Remote

Members Present

Tracy Fulce, Arikpo Dada, Rachel Hayman, Shawn Iles, Margaret Lurie, Benjamin Schapiro, Russ Shubet, Terry Soto and Esther Wallen.

Members Absent

none

Staff Present

Heather Norborg, Jan Bojda, Jill Skwerski, John Devaney, and Lea Hernandez-Solis.

Presiding Member

Tracy Fulce, President

Call to order/Declaration of Quorum

President Fulce called the meeting to order when a quorum of Trustees was established at 6:34 p.m.

Citizen Comment

Elliot Zashin, 9th Ward

It appears that the Library has not been at all transparent about the reasons why it decided to retain Mr. Altamirano-Sanchez as a guard at the main branch after the January incident. The Library owes its patrons an explanation because people are upset and confused and cannot see any good reason why he was not fired. However, I am going to assume that the Library leadership is really concerned about Mr. Altamirano-Sanchez and does not just want to put him in out in the cold. Perhaps the Board wants to avoid litigation and unfavorable publicity, too. So I would recommend that the Library find a suitable training course (perhaps through GARE or another racial equity organization) and require Mr. Altamirano-Sanchez to complete it successfully as a condition of remaining a library employee. The library would pay any fees for attendance and continue to pay his salary as long as he attends regularly. I would hope this would benefit both Mr. Altamirano-Sanchez and the EPL, showing that it is a compassionate employer, as well as being concerned about its patrons.

Maria Tolpin, 6th Ward

No written comment

Christina Padilla, 3rd Ward

I am a longtime Evanston resident and have been a regular library patron for the past 25 years. I have a teenager who makes use of the 3rd floor Loft, and as a professional, regularly

uses the library as a resource and destination for my elderly clients living with dementia. I love the library, and have relationships with multiple people who work there, and so I have been concerned about and closely following news of the aftermath of the January 9th incident involving a firearm in the library space. I find myself more than a little baffled by the most recent news that the sole consequence to a library employee for not only carrying a firearm into the library against policy, but then wielding it in a manner that endangered patrons, has been the loss of four hours of paid time off. I have to believe that I am missing some part of the story, so I am here tonight to ask the Library to provide those missing pieces.

I am not a believer in punishment but I firmly believe in the value of experiencing the natural consequences of our decisions as a way to learn, grow, and make amends with those around us. I fail to see how the loss of a half day of vacation is the natural consequence of the behavior displayed by Mr. Antonio, nor how it makes amends with the patrons who were endangered or with the wider community. I don't claim to know what the best or most right consequence would be in this situation, but considering that Mr. Altamirano-Sanchez, a member of a highly vulnerable population who was in distress, is still incarcerated for assault over one month later, the consequences to Mr. Antonio, who violated the no-weapons policy, was working in a position of power, and endangered multiple individuals with a deadly weapon, appear egregiously out of balance. It also sends at best a lukewarm message to the community about the seriousness of the policy against bringing weapons into the library space. Would an average community member be permitted to violate the no-weapons policy and endanger other patrons with equally minimal consequences? How can library patrons, particularly members of vulnerable and underserved parts of our community, be confident in their future safety within the library space? Please, help me understand how the library is going to make this right. We deserve, and the library has a responsibility to provide, swift and concrete answers to these concerns.

Kirsten D'Aurelio, 4th Ward

No written comment

Consent Agenda

- A. Approval of the Bills and Payroll and Minutes of the February 15, 2023 Board Meeting. Upon motion made by Trustee Schapiro and seconded by Trustee Wallen, the consent agenda was approved.

Equity, Diversity and Inclusion (Joint Task Force):

- A. Racial Equity Task Force (Distributed in Advance)

Library Director's Report

Written report provided in advance.

Staff Report:

Administrative Services Report (Distributed in Advance).

Board Reports:

- A. Development Committee

- B. Endowment Investment Committee
- C. Executive Committee
- D. Management & Policy Committee
- E. Board Development Committee
- F. Facilities Committee
- G. Transition Team/Interim Team/Search Team

Unfinished Business

none

New Business

- A. Upon the motion made by Trustee Hayman and seconded by Trustee Fulce, approve Budget Adjustment for Social Worker in the Library position.
- B. Upon the motion made by Trustee Wallen and seconded by Trustee Sotto, Approve of rubric to evaluate submitted proposals from executive search firms
- C. Upon the motion made by Trustee Wallen and seconded by Trustee Sotto, Approval of proposal review form for executive search firms.

Adjournment

The motion to adjourn was made by Trustee Schapiro and seconded by Trustee Lurie and approved by voice vote. The meeting adjourned at 7:43 p.m.

Submitted by: Terry Soto



MEETING MINUTES
EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, March 21, 2023
Special Board Meeting
3:00 PM
Main Library, Community Meeting Room and Remote

Members Present

Tracy Fulce, Arikpo Dada, Rachel Hayman, Shawn Iles, Margaret Lurie, Benjamin Schapiro, Russ Shubet, Terry Soto and Esther Wallen.

Members Absent

none

Staff Present

Heather Norborg

Presiding Member

Tracy Fulce, President

Call to order/Declaration of Quorum

President Fulce called the meeting to order when a quorum of Trustees was established at 3:07 p.m.

Citizen Comment

None

Special Order of Business

Review of the search firm proposals

Upon the motion made by Trustee Schapiro and seconded by Trustee Soto, approve to interview Alma and Bradbury Miller as search firm candidates. To offer March 27 from 6:30-8:30 pm and March 30 from 10am-noon as possible interview times.

Adjournment

The motion to adjourn was made by Trustee Hayman and seconded by Trustee Fulce and approved by voice vote. The meeting adjourned at 4:24 p.m.

Submitted by: Terry Soto



**MEETING MINUTES
EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Thursday, March 30, 2023
Special Board Meeting
10:00 AM
Main Library, Community Meeting Room and Remote**

Members Present

Tracy Fulce, Arikpo Dada, Rachel Hayman, Shawn Iles, Margaret Lurie, Benjamin Schapiro, Russ Shubet, Terry Soto and Esther Wallen.

Members Absent

none

Staff Present

Heather Norborg, Lea Hernandez-Solis and Wynn Shawver

Presiding Member

Tracy Fulce, President

Call to order/Declaration of Quorum

President Fulce called the meeting to order when a quorum of Trustees was established at 10:12 a.m.

Citizen Comment

None

Special Order of Business

Search Firm Interview

Upon the motion made by Trustee Schapiro and seconded by Trustee Hayman, motion fails to call Bradbury Miller to confirm that they received our interview request.

Upon the motion made by Trustee Fulce and seconded by Trustee Soto, approve Greenwood Asher & Associates should be the second search firm to interview to whom interview dates should be offered immediately.

Upon the motion made by Trustee Fulce and seconded by Trustee Shurbet, approve next should be the second search firm to interview to whom interview dates should be offered immediately. Greenwood is chosen.

Adjournment

The motion to adjourn was made by Trustee Lurie and seconded by Trustee Soto and approved by voice vote. The meeting adjourned at 12:07 p.m.

Submitted by: Terry Soto



**MEETING MINUTES
EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Friday, April 7, 2023
Special Board Meeting
3:00 PM
Main Library, Library Board Room and Remote**

Members Present

Tracy Fulce, Arikpo Dada, Rachel Hayman, Shawn Iles, Margaret Lurie, Benjamin Schapiro, Russ Shubet, Terry Soto and Esther Wallen.

Members Absent

none

Staff Present

Jenette Sturges, Jill Skwerski, and Tyler Works

Presiding Member

Tracy Fulce, President

Call to order/Declaration of Quorum

President Fulce called the meeting to order when a quorum of Trustees was established at 3:06 p.m.

Citizen Comment

None

Special Order of Business

Search Firm Interview

Upon the motion made by Trustee Shurbet and seconded by Trustee Iles, approve to hire Greenwood Asher & Associates as EPL's search firm. Trustee Hayman abstains

Upon the motion made by Trustee Shurbet and seconded by Trustee Soto, approve to hire Alma as EPL's search firm. Trustee Hayman abstains. Alma is chosen as EPL's search firm.

Adjournment

The motion to adjourn was made by Trustee Lurie and seconded by Trustee Schapiro and approved by voice vote. The meeting adjourned at 4:31 p.m.

Submitted by: Terry Soto



MEETING MINUTES
EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Wednesday, April 12, 2023
Special Board Meeting
6:30 PM
Main Library, Community Meeting Room and Remote

Members Present

Tracy Fulce, Shawn Iles, Benjamin Schapiro, Russ Shubet, Terry Soto and Esther Wallen.

Members Absent

Arikpo Dada, Rachel Hayman and Margaret Lurie

Staff Present

Heather Norborg

Presiding Member

Tracy Fulce, President

Call to order/Declaration of Quorum

President Fulce called the meeting to order when a quorum of Trustees was established at 6.39 p.m.

Citizen Comment

None

Executive Session

Motion to amend the agenda and move into Executive Session for an item related to personnel was made by Trustee Wallen, seconded by Trustee Soto and approved by roll call vote.

The motion to end the Executive Session was made by Trustee Wallen seconded by Trustee Fulce and approved by roll call vote. The meeting was adjourned at 7:41 p.m.

Adjournment

The motion to adjourn was made by Trustee Soto and seconded by Trustee Fulce and approved by voice vote. The meeting adjourned at 7:42 p.m.

Submitted by: Terry Soto



Memorandum

To: Evanston Public Library Board of Trustees
Heather Norborg, Interim Executive Director

From: Lea Hernandez-Solis, Office Coordinator
Tera Davis, Accounts Payable Coordinator

Subject: Library Fund Bills

Date: April 14, 2023

Recommended Action

Staff and the Finance Committee recommend Library Board approval of the Library Payroll and Fund bills list.

Payroll

February 27, 2023 through March 12, 2023	\$ 165,546.23
March 13, 2023 through March 26, 2023	\$ 163,387.07
March 27, 2023 through April 9, 2023	\$ 160,699.29

Library Fund Bills List

March 14, 2023	\$ 94,843.93
(January 2023, Purchasing Card \$6,364.74)	
March 28, 2023	\$ 186,336.50
April 11, 2023	\$ 29,607.61
(February 2023, Purchasing Card \$7,983.46)	

Attachement: Bills List; Purchasing Card

Library Bills List

G/L Date Range 03/14/23 - 03/14/23

Vendor	Invoice Description	Invoice Date	G/L Date	Payment Date	Invoice Amount
Fund 185 - LIBRARY FUND					
Department 48 - LIBRARY					
Business Unit 4805 - EARLY LEARNING & LITERACY					
Account 65100 - LIBRARY SUPPLIES					
105711 - 4IMPRINT, INC.	CANVAS TOTE BAGS	02/24/2023	03/14/2023	03/14/2023	836.20
100474 - BAKER & TAYLOR	CHILDREN'S SUPPLIES CURIOUS KIDS CLUB	02/22/2023	03/14/2023	03/14/2023	153.01
100474 - BAKER & TAYLOR	CHILDREN'S SUPPLIES	03/06/2023	03/14/2023	03/14/2023	3,110.18
19530 - LENA FOUNDATION	LENA ANNUAL AFFILIATE FEE	01/25/2023	03/14/2023	03/14/2023	2,000.00
Account 65100 - LIBRARY SUPPLIES Totals Invoice 4 Transactions					\$6,099.39
Account 65630 - LIBRARY BOOKS					
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	02/28/2023	03/14/2023	03/14/2023	439.48
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	02/20/2023	03/14/2023	03/14/2023	848.20
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	02/22/2023	03/14/2023	03/14/2023	300.84
100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	02/27/2023	03/14/2023	03/14/2023	651.20
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	03/01/2023	03/14/2023	03/14/2023	571.27
100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	03/02/2023	03/14/2023	03/14/2023	635.77
100474 - BAKER & TAYLOR	YA AND JUV PRINT	03/02/2023	03/14/2023	03/14/2023	98.96
14379 - GREY HOUSE PUBLISHING, INC.	JUV PRINT	12/21/2021	03/14/2023	03/14/2023	969.00
14379 - GREY HOUSE PUBLISHING, INC.	JUV PRINT	12/21/2021	03/14/2023	03/14/2023	786.50
Account 65630 - LIBRARY BOOKS Totals Invoice 9 Transactions					\$5,301.22
Account 65641 - AUDIO VISUAL COLLECTIONS					
103424 - MIDWEST TAPE LLC	JUV AV	02/22/2023	03/14/2023	03/14/2023	39.94
103424 - MIDWEST TAPE LLC	JUV AV	02/22/2023	03/14/2023	03/14/2023	38.36
19521 - PLAYAWAY PRODUCTS LLC	JUV AV	03/01/2023	03/14/2023	03/14/2023	94.98
19521 - PLAYAWAY PRODUCTS LLC	JUV AV	03/02/2023	03/14/2023	03/14/2023	732.95
19521 - PLAYAWAY PRODUCTS LLC	JUV AV	02/20/2023	03/14/2023	03/14/2023	52.99
Account 65641 - AUDIO VISUAL COLLECTIONS Totals Invoice 5 Transactions					\$959.22
Business Unit 4805 - EARLY LEARNING & LITERACY Totals Invoice 18 Transactions					\$12,359.83
Business Unit 4806 - LIFELONG LEARNING & LITERACY					
Account 62341 - INTERNET SOLUTION PROVIDERS					
101584 - EBSCO INDUSTRIES, INC. DBA EBSCO	MAIN ADULT ONLINE RESOURCES	02/28/2023	03/14/2023	03/14/2023	37.95
16334 - KANOPY	MAIN ADULT ONLINE RESOURCES	02/28/2023	03/14/2023	03/14/2023	1,605.00
103424 - MIDWEST TAPE LLC	MAIN ADULT ONLINE RESOURCES	02/28/2023	03/14/2023	03/14/2023	4,499.87
104226 - PROQUEST INFO & LEARNING COMPANY	ANCESTRY, HERITAGE AND NYT ANNUAL SUBSCRIPTION	03/01/2023	03/14/2023	03/14/2023	13,167.71
104226 - PROQUEST INFO & LEARNING COMPANY	HNP CHICAGO TRIBUNE ANNUAL SUBSCRIPTION	03/01/2023	03/14/2023	03/14/2023	8,866.87
Account 62341 - INTERNET SOLUTION PROVIDERS Totals Invoice 5 Transactions					\$28,177.40

Account **65630 - LIBRARY BOOKS**

100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/20/2023	03/14/2023	03/14/2023	373.44
100474 - BAKER & TAYLOR	ADULT PRINT	02/22/2023	03/14/2023	03/14/2023	367.63
100474 - BAKER & TAYLOR	ADULT PRINT	02/23/2023	03/14/2023	03/14/2023	152.87
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/27/2023	03/14/2023	03/14/2023	418.96
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/27/2023	03/14/2023	03/14/2023	1,483.66
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/24/2023	03/14/2023	03/14/2023	268.78
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/23/2023	03/14/2023	03/14/2023	1,124.64
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/28/2023	03/14/2023	03/14/2023	1,128.31
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/24/2023	03/14/2023	03/14/2023	1,890.93
100474 - BAKER & TAYLOR	ADULT PRINT	02/23/2023	03/14/2023	03/14/2023	244.64
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/01/2023	03/14/2023	03/14/2023	553.93
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/02/2023	03/14/2023	03/14/2023	359.78
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/06/2023	03/14/2023	03/14/2023	1,069.54
120319 - CENGAGE LEARNING INC./GALE RESEARCH	ADULT PRINT	03/02/2023	03/14/2023	03/14/2023	129.70
101584 - EBSCO INDUSTRIES, INC. DBA EBSCO	ADULT PRINT	02/27/2023	03/14/2023	03/14/2023	46.50
276974 - OVER DRIVE, INC.	MAIN ADULT EBOOKS	02/27/2023	03/14/2023	03/14/2023	103.92
276974 - OVER DRIVE, INC.	MAIN ADULT EBOOKS	02/24/2023	03/14/2023	03/14/2023	197.99
276974 - OVER DRIVE, INC.	MAIN ADULT EBOOKS	02/24/2023	03/14/2023	03/14/2023	124.30
276974 - OVER DRIVE, INC.	MAIN ADULT EBOOKS	02/24/2023	03/14/2023	03/14/2023	510.05
276974 - OVER DRIVE, INC.	MAIN ADULT EBOOKS	02/24/2023	03/14/2023	03/14/2023	823.18
276974 - OVER DRIVE, INC.	MAIN ADULT EBOOKS	02/21/2023	03/14/2023	03/14/2023	579.95
276974 - OVER DRIVE, INC.	MAIN ADULT EBOOKS	02/28/2023	03/14/2023	03/14/2023	33.98
276974 - OVER DRIVE, INC.	MAIN ADULT EBOOKS	02/28/2023	03/14/2023	03/14/2023	1,099.36
276974 - OVER DRIVE, INC.	MAIN ADULT EBOOKS	02/28/2023	03/14/2023	03/14/2023	100.50
Account 65630 - LIBRARY BOOKS Totals				Invoice 24 Transactions	\$13,186.54

Account **65641 - AUDIO VISUAL COLLECTIONS**

103424 - MIDWEST TAPE LLC	ADULT AV	02/22/2023	03/14/2023	03/14/2023	89.79
103424 - MIDWEST TAPE LLC	ADULT AV	02/22/2023	03/14/2023	03/14/2023	160.83
103424 - MIDWEST TAPE LLC	ADULT AV	02/22/2023	03/14/2023	03/14/2023	24.43
103424 - MIDWEST TAPE LLC	ADULT AV	02/22/2023	03/14/2023	03/14/2023	51.08
103424 - MIDWEST TAPE LLC	ADULT AV	02/22/2023	03/14/2023	03/14/2023	212.73
103424 - MIDWEST TAPE LLC	ADULT AV	02/22/2023	03/14/2023	03/14/2023	16.86
103424 - MIDWEST TAPE LLC	ADULT AV	03/01/2023	03/14/2023	03/14/2023	94.72
103424 - MIDWEST TAPE LLC	ADULT AV	03/01/2023	03/14/2023	03/14/2023	169.88
103424 - MIDWEST TAPE LLC	ADULT AV	03/01/2023	03/14/2023	03/14/2023	161.30
103424 - MIDWEST TAPE LLC	ADULT AV	03/01/2023	03/14/2023	03/14/2023	60.86
103424 - MIDWEST TAPE LLC	ADULT AV	03/01/2023	03/14/2023	03/14/2023	142.76
Account 65641 - AUDIO VISUAL COLLECTIONS Totals				Invoice 11 Transactions	\$1,185.24

Business Unit 4806 - LIFELONG LEARNING & LITERACY Totals Invoice 40
Transactions **\$42,549.18**

Business Unit **4820 - ACCESS SERVICES**

Account **62340 - IT COMPUTER SOFTWARE**

110018 - T-MOBILE USA	MOBILE HOTSPOTS 1/21/23-2/20/23	02/21/2023	03/14/2023	03/14/2023	4,657.97
Account 62340 - IT COMPUTER SOFTWARE Totals				Invoice 1 Transactions	\$4,657.97

Account **65100 - LIBRARY SUPPLIES**

121187 - UNIQUE MANAGEMENT SERVICES	COLLECTION FEE	03/01/2023	03/14/2023	03/14/2023	492.50
Account 65100 - LIBRARY SUPPLIES Totals				Invoice 1 Transactions	\$492.50

Business Unit 4820 - ACCESS SERVICES Totals Invoice 2
Transactions **\$5,150.47**

Business Unit **4825 - ENGAGEMENT SERVICES**

Account **65100 - LIBRARY SUPPLIES**

270049 - Tracy Olasimbo	REIMBURSEMENT PROGRAM SUPPLIES	03/01/2023	03/14/2023	03/14/2023	51.24
Account 65100 - LIBRARY SUPPLIES Totals				Invoice 1 Transactions	\$51.24

Account **65630 - LIBRARY BOOKS**

100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	02/28/2023	03/14/2023	03/14/2023	26.54
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/20/2023	03/14/2023	03/14/2023	67.34
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	02/20/2023	03/14/2023	03/14/2023	217.00
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	02/22/2023	03/14/2023	03/14/2023	5.99
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/27/2023	03/14/2023	03/14/2023	102.31
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/27/2023	03/14/2023	03/14/2023	43.46
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/24/2023	03/14/2023	03/14/2023	66.11
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/28/2023	03/14/2023	03/14/2023	107.86
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	02/24/2023	03/14/2023	03/14/2023	25.30
100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	02/27/2023	03/14/2023	03/14/2023	7.34
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	03/01/2023	03/14/2023	03/14/2023	5.99
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/01/2023	03/14/2023	03/14/2023	32.80
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/02/2023	03/14/2023	03/14/2023	62.71
100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	03/02/2023	03/14/2023	03/14/2023	319.21
100474 - BAKER & TAYLOR	YA AND JUV PRINT	03/02/2023	03/14/2023	03/14/2023	242.35
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/06/2023	03/14/2023	03/14/2023	70.04

Account **65630 - LIBRARY BOOKS** Totals Invoice 16 \$1,402.35
Transactions

Business Unit **4825 - ENGAGEMENT SERVICES** Totals Invoice 17 \$1,453.59
Transactions

Business Unit **4835 - INNOVATION & DIGITAL LEARNING**

Account **65630 - LIBRARY BOOKS**

100474 - BAKER & TAYLOR	YA AND JUV PRINT	02/28/2023	03/14/2023	03/14/2023	621.08
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Account **65630 - LIBRARY BOOKS** Totals Invoice 1 \$621.08
Transactions

Account **65641 - AUDIO VISUAL COLLECTIONS**

103424 - MIDWEST TAPE LLC	YA AV	02/21/2023	03/14/2023	03/14/2023	39.98
103424 - MIDWEST TAPE LLC	YA AV	03/01/2023	03/14/2023	03/14/2023	119.98

Account **65641 - AUDIO VISUAL COLLECTIONS** Totals Invoice 2 \$159.96
Transactions

Business Unit **4835 - INNOVATION & DIGITAL LEARNING** Totals Invoice 3 \$781.04
Transactions

Business Unit **4840 - LIBRARY MAINTENANCE**

Account **62225 - BLDG MAINTENANCE SERVICES**

151986 - CINTAS CORPORATION #769	MAT SERVICE	03/02/2023	03/14/2023	03/14/2023	510.13
298493 - CONQUEST PEST SOLUTIONS	PEST CONTROL	03/07/2023	03/14/2023	03/14/2023	210.00
298493 - CONQUEST PEST SOLUTIONS	PEST CONTROL	03/03/2023	03/14/2023	03/14/2023	145.00
145106 - TOTAL BUILDING SERVICES	JANITORIAL SERVICES 2023	03/06/2023	03/14/2023	03/14/2023	10,520.00
145106 - TOTAL BUILDING SERVICES	EMERGENCY FLOOD CLEAN UP	03/06/2023	03/14/2023	03/14/2023	4,800.00

Account **62225 - BLDG MAINTENANCE SERVICES** Totals Invoice 5 \$16,185.13
Transactions

Account **64005 - ELECTRICITY**

10730 - MC SQUARED ENERGY	0104686008 JAN 2023	02/21/2023	03/14/2023	03/14/2023	6,278.71
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Account **64005 - ELECTRICITY** Totals Invoice 1 \$6,278.71
Transactions

Account **65040 - JANITORIAL SUPPLIES**

10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	03/08/2023	03/14/2023	03/14/2023	366.73
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Account **65040 - JANITORIAL SUPPLIES** Totals Invoice 1 \$366.73
Transactions

Account **65050 - BLDG MAINTENANCE MATERIAL**

102137 - GRAINGER, INC., W.W.	BUILDING SUPPLIES	02/28/2023	03/14/2023	03/14/2023	483.30
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Account **65050 - BLDG MAINTENANCE MATERIAL** Totals Invoice 1 \$483.30
Transactions

Business Unit **4840 - LIBRARY MAINTENANCE** Totals Invoice 8 \$23,313.87
Transactions

Business Unit **4845 - LIBRARY ADMINISTRATION**

Account **62185 - CONSULTING SERVICES**

18957 - CHERIE ASANTE

EPL VOLUNTEER MANAGEMENT 03/10/2023 03/14/2023 03/14/2023 1,733.33

102739 - STEVE JOHNSON CONNECTS

PROFESSIONAL SERVICES 12/05/2022 03/14/2023 03/14/2023 425.00

19140 - STOUTE COMMUNICATIONS, LLC

PROFESSIONAL SERVICES 02/19/2023 03/14/2023 03/14/2023 525.00

Account **62185 - CONSULTING SERVICES** Totals Invoice 3 Transactions \$2,683.33

Account **62210 - PRINTING**

14818 - FISHEYE GRAPHIC SERVICES, INC.

PRINTING BOOKMARKS 02/28/2023 03/14/2023 03/14/2023 130.00

Account **62210 - PRINTING** Totals Invoice 1 Transactions \$130.00

Account **65095 - OFFICE SUPPLIES**

103883 - ODP BUSINESS SOLUTIONS, LLC

OFFICE SUPPLIES 02/16/2023 03/14/2023 03/14/2023 57.88

Account **65095 - OFFICE SUPPLIES** Totals Invoice 1 Transactions \$57.88

Business Unit **4845 - LIBRARY ADMINISTRATION** Totals Invoice 5 Transactions \$2,871.21

Department **48 - LIBRARY** Totals Invoice 93 Transactions \$88,479.19

Fund **185 - LIBRARY FUND** Totals Invoice 93 Transactions \$88,479.19

* = Prior Fiscal Year Activity

Invoice 93 Transactions \$88,479.19

**CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 03.14.2023 FY2023**

**SUPPLEMENTAL LIST
ACH AND WIRE TRANSFERS**

<u>ACCOUNT NUMBER</u>	<u>SUPPLIER NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
SUPPLEMENTAL BILLS LIST ATTACHMENT			
VARIOUS	VARIOUS	BMO PURCHASING CARD-JANUARY, 2023	<u>6,364.74</u>
			<u>6,364.74</u>
		GRAND TOTAL	<u><u>94,843.93</u></u>

Prepared by _____ Date _____
Accounts Payable Coordinator

Approved by _____ Date _____
Library Administrative Services Manager

Approved by _____ Date _____
Library Director

Approved by _____ Date _____
Library Board Treasurer

Library Bills List

G/L Date Range 03/28/23 - 03/28/23

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 185 - LIBRARY FUND				
Department 48 - LIBRARY				
Business Unit 4805 - EARLY LEARNING & LITERACY				
Account 65630 - LIBRARY BOOKS				
100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	03/28/2023	03/28/2023	30.05
100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	03/28/2023	03/28/2023	17.22
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	03/28/2023	03/28/2023	1,341.12
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	03/28/2023	03/28/2023	1,185.62
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	03/28/2023	03/28/2023	1,394.73
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	03/28/2023	03/28/2023	420.65
100474 - BAKER & TAYLOR	JUV PRINT	03/28/2023	03/28/2023	547.14
100474 - BAKER & TAYLOR	YA AND JUV PRINT	03/28/2023	03/28/2023	94.61
100474 - BAKER & TAYLOR	YA AND JUV PRINT	03/28/2023	03/28/2023	430.21
100474 - BAKER & TAYLOR	JUV PRINT	03/28/2023	03/28/2023	1,206.14
100474 - BAKER & TAYLOR	JUV PRINT	03/28/2023	03/28/2023	438.14
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/28/2023	03/28/2023	14.24
Account 65630 - LIBRARY BOOKS Totals Invoice Transactions 12				\$7,119.87
Account 65641 - AUDIO VISUAL COLLECTIONS				
103424 - MIDWEST TAPE LLC	JUV AV	03/28/2023	03/28/2023	178.08
19521 - PLAYAWAY PRODUCTS LLC	JUV AV	03/28/2023	03/28/2023	117.98
19521 - PLAYAWAY PRODUCTS LLC	JUV AV	03/28/2023	03/28/2023	229.17
19521 - PLAYAWAY PRODUCTS LLC	JUV AV	03/28/2023	03/28/2023	60.48
Account 65641 - AUDIO VISUAL COLLECTIONS Totals Invoice Transactions 4				\$585.71
Business Unit 4805 - EARLY LEARNING & LITERACY Totals Invoice Transactions 16				\$7,705.58
Business Unit 4806 - LIFELONG LEARNING & LITERACY				
Account 62341 - INTERNET SOLUTION PROVIDERS				
101584 - EBSCO INDUSTRIES, INC. DBA EBSCO	MAIN ADULT ONLINE	03/28/2023	03/28/2023	1,935.00
104226 - PROQUEST INFO & LEARNING COMPANY	GLOBAL NEWSTREAM	03/28/2023	03/28/2023	10,500.00
16465 - TUMBLEWEED PRESS, INC.	ADULT ONLINE RESOURCES	03/28/2023	03/28/2023	4,000.00
Account 62341 - INTERNET SOLUTION PROVIDERS Totals Invoice Transactions 3				\$16,435.00
Account 65630 - LIBRARY BOOKS				
100474 - BAKER & TAYLOR	MAIN ADULT BOOKS	03/28/2023	03/28/2023	1,500.00
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	621.57
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	877.07
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	401.41
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/28/2023	03/28/2023	504.01
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/28/2023	03/28/2023	1,932.95
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/28/2023	03/28/2023	310.68
100474 - BAKER & TAYLOR	CROWN AND ADULT PRINT	03/28/2023	03/28/2023	1,902.12
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/28/2023	03/28/2023	478.10
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	173.50
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	172.69
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	583.04
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	702.89
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	663.77
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	1,345.10
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	355.58
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	377.39
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/28/2023	03/28/2023	263.80
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	65.67
120319 - CENGAGE LEARNING INC./GALE RESEARCH	ADULT PRINT	03/28/2023	03/28/2023	157.45
120319 - CENGAGE LEARNING INC./GALE RESEARCH	ADULT PRINT	03/28/2023	03/28/2023	51.73

120319 - CENGAGE LEARNING INC./GALE RESEARCH	ADULT PRINT	03/28/2023	03/28/2023	98.21
120319 - CENGAGE LEARNING INC./GALE RESEARCH	ADULT PRINT	03/28/2023	03/28/2023	77.97
120319 - CENGAGE LEARNING INC./GALE RESEARCH	ADULT PRINT	03/28/2023	03/28/2023	24.74
120319 - CENGAGE LEARNING INC./GALE RESEARCH	ADULT PRINT	03/28/2023	03/28/2023	77.22
120319 - CENGAGE LEARNING INC./GALE RESEARCH	ADULT PRINT	03/28/2023	03/28/2023	57.73
120319 - CENGAGE LEARNING INC./GALE RESEARCH	MAIN ADULT PRINT	03/28/2023	03/28/2023	46.50
276974 - OVER DRIVE, INC.	MAIN ADULT ONLINE RESOURCES	03/28/2023	03/28/2023	88.55
276974 - OVER DRIVE, INC.	MAIN ADULT ONLINE RESOURCES	03/28/2023	03/28/2023	346.23
276974 - OVER DRIVE, INC.	MAIN ADULT EBOOKS	03/28/2023	03/28/2023	1,295.81
276974 - OVER DRIVE, INC.	ADULT ONLINE RESOURCES	03/28/2023	03/28/2023	1,575.61
276974 - OVER DRIVE, INC.	ADULT ONLINE RESOURCES	03/28/2023	03/28/2023	526.00
276974 - OVER DRIVE, INC.	ADULT ONLINE RESOURCES	03/28/2023	03/28/2023	165.72
276974 - OVER DRIVE, INC.	ADULT ONLINE RESOURCES	03/28/2023	03/28/2023	300.97
276974 - OVER DRIVE, INC.	ADULT ONLINE RESOURCES	03/28/2023	03/28/2023	2,507.31
276974 - OVER DRIVE, INC.	ADULT ONLINE RESOURCES	03/28/2023	03/28/2023	365.99
Account 65630 - LIBRARY BOOKS Totals Invoice Transactions 36				\$20,995.08

Account **65641 - AUDIO VISUAL COLLECTIONS**

103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	51.86
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	37.11
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	102.33
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	467.83
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	38.36
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	161.66
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	53.36
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	82.29
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	97.83
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	37.61
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	75.54
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	39.11
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	25.22
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	84.86
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	106.72
103424 - MIDWEST TAPE LLC	ADULT AV	03/28/2023	03/28/2023	104.80
Account 65641 - AUDIO VISUAL COLLECTIONS Totals Invoice Transactions 16				\$1,566.49

Business Unit **4806 - LIFELONG LEARNING & LITERACY** Totals Invoice Transactions 55 \$38,996.57

Business Unit **4820 - ACCESS SERVICES**

Account **65100 - LIBRARY SUPPLIES**

206940 - ULINE	OFFICE SUPPLIES	03/28/2023	03/28/2023	80.11
Account 65100 - LIBRARY SUPPLIES Totals Invoice Transactions 1				\$80.11
Business Unit 4820 - ACCESS SERVICES Totals Invoice Transactions 1				\$80.11

Business Unit **4825 - ENGAGEMENT SERVICES**

Account **65100 - LIBRARY SUPPLIES**

19059 - BRIDGET PETRITES	REIMBURSEMENT PROGRAM SUPPLIES AGE OPTIONS	03/28/2023	03/28/2023	32.38
19249 - CASSANDRA FOX	FACILITATOR FOR IN-PERSON MEMORY CAFE	03/28/2023	03/28/2023	100.00
19499 - DIME LLC	IN-PERSON MEMORY CAFE FACILITATOR	03/28/2023	03/28/2023	100.00
18675 - KELLYE FLEMING	WINTER STORYWALK GIFTCARD	03/28/2023	03/28/2023	50.00
19217 - MARGARET DANILOVICH	AHA FACILITATOR EVENT	03/28/2023	03/28/2023	100.00
151528 - Myrna Weinman	FACILITATOR FOR AHA (AGE OPTIONS GRANT)	03/28/2023	03/28/2023	100.00
19494 - SHAWN SHEEHY	VALENTINE POP UP CARDS FOR OLDER ADULTS	03/28/2023	03/28/2023	200.00
19560 - SHERRY JEAN SMITH	URBAN SKETCHING FOR OLDER ADULTS	03/28/2023	03/28/2023	200.00
Account 65100 - LIBRARY SUPPLIES Totals Invoice Transactions 8				\$882.38

Account **65630 - LIBRARY BOOKS**

100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	03/28/2023	03/28/2023	7.73
100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	03/28/2023	03/28/2023	19.01
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	03/28/2023	03/28/2023	130.07
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	03/28/2023	03/28/2023	6.74
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/28/2023	03/28/2023	25.64
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	03/28/2023	03/28/2023	44.04
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/28/2023	03/28/2023	78.53
100474 - BAKER & TAYLOR	JUV AND CROWN PRINT	03/28/2023	03/28/2023	225.00
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/28/2023	03/28/2023	66.11
100474 - BAKER & TAYLOR	YA AND JUV PRINT	03/28/2023	03/28/2023	26.83
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	15.82
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	10.12
100474 - BAKER & TAYLOR	JUV PRINT	03/28/2023	03/28/2023	129.86
100474 - BAKER & TAYLOR	JUV PRINT	03/28/2023	03/28/2023	118.20
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	94.34
100474 - BAKER & TAYLOR	ADULT PRINT	03/28/2023	03/28/2023	63.27
100474 - BAKER & TAYLOR	ADULT AND CROWN PRINT	03/28/2023	03/28/2023	75.84
Account 65630 - LIBRARY BOOKS Totals			Invoice Transactions 17	\$1,137.15

Business Unit **4825 - ENGAGEMENT SERVICES** Totals Invoice Transactions 25 \$2,019.53

Business Unit **4835 - INNOVATION & DIGITAL LEARNING**

Account **62340 - IT COMPUTER SOFTWARE**

13657 - GLANTZ, INC	WEBSITE SERVICE	03/28/2023	03/28/2023	358.75
Account 62340 - IT COMPUTER SOFTWARE Totals			Invoice Transactions 1	\$358.75

Account **65630 - LIBRARY BOOKS**

100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	03/28/2023	03/28/2023	51.76
100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	03/28/2023	03/28/2023	25.54
100474 - BAKER & TAYLOR	CROWN AND JUV PRINT	03/28/2023	03/28/2023	486.36
100474 - BAKER & TAYLOR	YA AND JUV PRINT	03/28/2023	03/28/2023	221.37
100474 - BAKER & TAYLOR	YA AND JUV PRINT	03/28/2023	03/28/2023	1,014.63
Account 65630 - LIBRARY BOOKS Totals			Invoice Transactions 5	\$1,799.66

Business Unit **4835 - INNOVATION & DIGITAL LEARNING** Totals Invoice Transactions 6 \$2,158.41

Business Unit **4840 - LIBRARY MAINTENANCE**

Account **62225 - BLDG MAINTENANCE SERVICES**

151986 - CINTAS CORPORATION #769	CARPET CLEANING	03/28/2023	03/28/2023	510.13
151986 - CINTAS CORPORATION #769	MAT SERVICE	03/28/2023	03/28/2023	510.13
151986 - CINTAS CORPORATION #769	CARPET CLEANING	03/28/2023	03/28/2023	510.13
101063 - CINTAS FIRST AID & SUPPLY	FIRST AID KIT SERVICE	03/28/2023	03/28/2023	135.74
298493 - CONQUEST PEST SOLUTIONS	PEST CONTROL	03/28/2023	03/28/2023	210.00
298493 - CONQUEST PEST SOLUTIONS	PEST CONTROL	03/28/2023	03/28/2023	85.00
298493 - CONQUEST PEST SOLUTIONS	PEST CONTROL	03/28/2023	03/28/2023	210.00
104595 - SCHINDLER ELEVATOR CORP	ELEVATOR SERVICE	03/28/2023	03/28/2023	1,207.24
253494 - SHINE ON GROUP, INC.	GUTTER CLEANING	03/28/2023	03/28/2023	1,305.00
Account 62225 - BLDG MAINTENANCE SERVICES Totals			Invoice Transactions 9	\$4,683.37

Account **64005 - ELECTRICITY**

10730 - MC SQUARED ENERGY	MC SQUARED 03.23.2023	03/28/2023	03/28/2023	7,612.98
Account 64005 - ELECTRICITY Totals			Invoice Transactions 1	\$7,612.98

Account **65040 - JANITORIAL SUPPLIES**

10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	03/28/2023	03/28/2023	606.23
Account 65040 - JANITORIAL SUPPLIES Totals			Invoice Transactions 1	\$606.23

Business Unit **4840 - LIBRARY MAINTENANCE** Totals Invoice Transactions 11 \$12,902.58

Business Unit **4845 - LIBRARY ADMINISTRATION**

Account **62185 - CONSULTING SERVICES**

19140 - STOUTE COMMUNICATIONS, LLC	PROFESSIONAL SERVICES	03/28/2023	03/28/2023	1,600.00
19140 - STOUTE COMMUNICATIONS, LLC	CONSULTING FEE	03/28/2023	03/28/2023	175.00
Account 62185 - CONSULTING SERVICES Totals Invoice Transactions 2				<u>1,775.00</u>

Account **62295 - TRAINING & TRAVEL**

272356 - Amy Louise Tripp	IYSI CONFERENCE REIMBURSEMENT	03/28/2023	03/28/2023	100.00
19563 - ELIZABETH STEIMLE	IYSI CONFERENCE REIMBURSEMENT	03/28/2023	03/28/2023	270.00
102512 - ILLINOIS LIBRARY ASSOCIATION	2023 ILLINOIS YOUTH SERVICES FULL CONFERENCE REGISTRATION	03/28/2023	03/28/2023	250.00
Account 62295 - TRAINING & TRAVEL Totals Invoice Transactions 3				<u>\$620.00</u>

Account **62360 - MEMBERSHIP DUES**

100255 - AMERICAN LIBRARY ASSOC.	ALA MEMBERSHIP RENEWAL	03/28/2023	03/28/2023	765.00
Account 62360 - MEMBERSHIP DUES Totals Invoice Transactions 1				<u>\$765.00</u>

Account **65095 - OFFICE SUPPLIES**

120230 - FORWARD SPACE LLC D/B/A OFFICE	DESK CHAIR	03/28/2023	03/28/2023	596.14
206940 - ULINE	OFFICE SUPPLIES	03/28/2023	03/28/2023	45.54
Account 65095 - OFFICE SUPPLIES Totals Invoice Transactions 2				<u>\$641.68</u>

Business Unit 4845 - LIBRARY ADMINISTRATION Totals Invoice Transactions 8	<u>\$3,801.68</u>
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Department 48 - LIBRARY Totals Invoice Transactions 122	<u>\$67,664.46</u>
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Fund 185 - LIBRARY FUND Totals Invoice Transactions 122	<u>\$67,664.46</u>
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Fund **187 - LIBRARY CAPITAL IMPROVEMENT FD**

Department **48 - LIBRARY**

Business Unit **4862 - LIBRARY CAPITAL IMPROVEMENT**

Account **65515 - OTHER IMPROVEMENTS**

167918 - JOEL KENNEDY CONSTRUCTION CORPORATION	EMERGENCY SEWER REPAIR	03/28/2023	03/28/2023	21,804.47
13509 - VORIS MECHANICAL INC.	MAIN VENTILATION FAN UPGRADE BID 22-07	03/28/2023	03/28/2023	86,272.20
13509 - VORIS MECHANICAL INC.	SEWER COLLAPSE EMERGENCY SNOW MELT SYSTEM STABILIZATION	03/28/2023	03/28/2023	9,416.87
Account 65515 - OTHER IMPROVEMENTS Totals Invoice Transactions 3				<u>\$117,493.54</u>

Business Unit 4862 - LIBRARY CAPITAL IMPROVEMENT Totals Invoice Transactions 3	<u>\$117,493.54</u>
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Department 48 - LIBRARY Totals Invoice Transactions 3	<u>\$117,493.54</u>
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Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD Totals Invoice Transactions 3	<u>\$117,493.54</u>
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* = Prior Fiscal Year Activity	Invoice Transactions 125	<u>\$185,158.00</u>
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**CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 03.28.2023 FY2023**

**SUPPLEMENTAL LIST
ACH AND WIRE TRANSFERS**

<u>ACCOUNT NUMBER</u>	<u>SUPPLIER NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
SUPPLEMENTAL BILLS LIST ATTACHMENT			
VARIOUS	VARIOUS	TWIN EAGLE	NATURAL GAS FEBRUARY, 2023
			<u>1,178.50</u>
			<u>1,178.50</u>
		GRAND TOTAL	<u><u>186,336.50</u></u>

Prepared by _____ Date _____
Accounts Payable Coordinator

Approved by _____ Date _____
Library Administrative Services Manager

Approved by _____ Date _____
Library Director

Approved by _____ Date _____
Library Board Treasurer

Library Bills List

G/L Date Range 04/11/23 - 04/11/23

Vendor	Invoice Description	Invoice Date	G/L Date	Payment Date	Invoice Amount
Fund 185 - LIBRARY FUND					
Department 48 - LIBRARY					
Business Unit 4835 - INNOVATION & DIGITAL LEARNING					
Account 62340 - IT COMPUTER SOFTWARE					
287918 - TODAY'S BUSINESS SOLUTIONS, INC.	FAX PROGRAM OCT-DEC 2022	03/31/2023	04/11/2023	04/11/2023	449.28
	Account 62340 - IT COMPUTER SOFTWARE Totals			Invoice Transactions 1	<u>\$449.28</u>
	Business Unit 4835 - INNOVATION & DIGITAL LEARNING Totals			Invoice Transactions 1	<u>\$449.28</u>
Business Unit 4840 - LIBRARY MAINTENANCE					
Account 62225 - BLDG MAINTENANCE SERVICES					
151986 - CINTAS CORPORATION #769	CARPET CLEANING	03/30/2023	04/11/2023	04/11/2023	510.13
298493 - CONQUEST PEST SOLUTIONS	PEST CONTROL	04/04/2023	04/11/2023	04/11/2023	210.00
102196 - GRUMMAN/BUTKUS ASSOCIATES	BOILER REPLACEMENT	12/29/2022	04/11/2023	04/11/2023	25,000.00
	Account 62225 - BLDG MAINTENANCE SERVICES Totals			Invoice Transactions 3	<u>\$25,720.13</u>
Account 65040 - JANITORIAL SUPPLIES					
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	12/15/2022	04/11/2023	04/11/2023	548.36
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	03/24/2023	04/11/2023	04/11/2023	83.09
	Account 65040 - JANITORIAL SUPPLIES Totals			Invoice Transactions 2	<u>\$631.45</u>
Account 65050 - BLDG MAINTENANCE MATERIAL					
19572 - MONTOYA UPHOLSTERY SHOP, INC.	UPHOLSTERY SERVICE	03/20/2023	04/11/2023	04/11/2023	1,050.00
	Account 65050 - BLDG MAINTENANCE MATERIAL Totals			Invoice Transactions 1	<u>\$1,050.00</u>
	Business Unit 4840 - LIBRARY MAINTENANCE Totals			Invoice Transactions 6	<u>\$27,401.58</u>
Business Unit 4845 - LIBRARY ADMINISTRATION					
Account 62185 - CONSULTING SERVICES					
19167 - MICHAEL NEERHOF	BLUEBERRY AWARDS PHOTO/VIDEO	03/23/2023	04/11/2023	04/11/2023	350.00
12151 - MULTILINGUAL CONNECTIONS LLC	TRANSLATION SERVICE ANNUAL REPORT	03/29/2023	04/11/2023	04/11/2023	1,406.75
	Account 62185 - CONSULTING SERVICES Totals			Invoice Transactions 2	<u>\$1,756.75</u>
	Business Unit 4845 - LIBRARY ADMINISTRATION Totals			Invoice Transactions 2	<u>\$1,756.75</u>
	Department 48 - LIBRARY Totals			Invoice Transactions 9	<u>\$29,607.61</u>
	Fund 185 - LIBRARY FUND Totals			Invoice Transactions 9	<u>\$29,607.61</u>
				Invoice Transactions 9	<u>\$29,607.61</u>

* = Prior Fiscal Year Activity

**CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 03.14.2023 FY2023**

**SUPPLEMENTAL LIST
ACH AND WIRE TRANSFERS**

<u>ACCOUNT NUMBER</u>	<u>SUPPLIER NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
SUPPLEMENTAL BILLS LIST ATTACHMENT			
VARIOUS	VARIOUS	BMO PURCHASING CARD-FEBRUARY, 2023	<u>7,983.46</u>
			<u>7,983.46</u>
		GRAND TOTAL	<u><u>37,591.07</u></u>

Prepared by _____ Date _____
Accounts Payable Coordinator

Approved by _____ Date _____
Library Administrative Services Manager

Approved by _____ Date _____
Library Director

Approved by _____ Date _____
Library Board Treasurer



EVANSTON PUBLIC LIBRARY
Racial Equity Task Force Meeting Minutes
March 14, 2023

Members Present:

Heather Norborg, Esther Wallen, Melissa Molitor, Hilda Morales, Janice Mejia, Terry Soto, Michelle Judon, Max Weinberg, Michelle Khuu, Lorena Neal (notetaker)

Updates

Ice Breaker: In honor of Pi Day, each member shared their favorite kinds of pie.

EPL staff guest speakers: Jill Skwerski, Engagement Services Manager; Carmen Francellno, Family Engagement Coordinator; Mariana Bojorquez, Latino Engagement Librarian.

Jill spoke about the Engagement team's goal to reach those we have done a poor job historically of connecting with by centering voices of the community and how that work has evolved over the past few years.

Mariana spoke about her outreach to the Spanish-speaking community and her recent focus on patron-led programs..

Carmen spoke about her position's focus on reaching the Black community in Evanston.

Examples from all of their work and partnerships were discussed.

Q&A from the taskforce members followed. Topics included: expanding outreach to the Asian American community, next steps to connect this work to data collection, invitation to taskforce members to join EPL team at community events.

Esther gave an update on the Executive Director search process.



EVANSTON PUBLIC LIBRARY
Racial Equity Task Force Meeting Minutes
April 11, 2023

Members Present:

Heather Norborg, Mariana Bojorquez (notetaker), Esther Wallen, Joyce Miller-Bean, Melissa Molitor, Hilda Morales, Yesenia Cancel, Brenda W, Janice Mejia, Terry Soto, Michelle Khuu, Tiffany Edwards, Max Weinberg

Updates:

Recap of last month's meeting for those who were not present.

Heather announced that we are encouraging community members to apply for upcoming vacant Library Board positions. Asked members to spread the word to their communities.

Heather updated the group on the upcoming 150th Anniversary activities, including the September PEPL Readathon, the October Open House and the Digitization Project with Shorefront.

Joyce asked the group to discuss recent occurrences of book challenges or other forms of censorship in public libraries. Heather shared information about EPL's Collection policy, our procedures in the event of a request for reconsideration of materials, the American Library Association's Bill of Rights and Office of Intellectual Freedom, and a proposed bill in the Illinois Senate to require an anti-censorship policy for a library to be eligible for state funding. Discussion about whether the RETF would like to draft a letter of support for libraries facing materials or programming challenges or another response would be most appropriate.

Melissa asked whether an engagement position focused on the AAPI community, similar to the staff positions focused on engagement with the Spanish-speaking community and with the Black community, has been considered. The group discussed the budget timeline and process for adding staff positions.

The group began to envision projects that they could do in smaller groups, including assistance with marketing and communications about specific programs of interest to members of the BIPOC community (ex. Cafecitos, Tea & Talk, Health & Wellness programs on health disparities, etc), assistance developing a data collection tool related to programming, and assistance formalizing the engagement/outreach efforts to the AAPI community.

Next month: Marketing & Communications will be the topic.

Library Director's Report April 19, 2023

Updates:

After two years away, the peregrine falcons have again chosen the Main Library as their nesting site! Watch their progress live on the [EPL Falcon Cam](#). Library staff will work with Field Museum staff to monitor their progress and potentially hold a banding event again this year, if the clutch is successful.

Thursday, April 27 the libraries will be closed for staff training and teambuilding.

Earlier this month, the Illinois Libraries Present consortium program hosted **Danny Trejo Talks Tacos, Hollywood, and Redemption**. Statewide more than 3300 people registered and 2100 watched the live event (for Evanston Public Library 110 registered and 69 watched live). A recording of the event is on ILP's [YouTube page](#) until April 21 (Spanish translation included). EPL staff recruited Evanston's own Rebeca Mendoza to interview Mr. Trejo and the feedback was extremely positive. Comments included:

- Danny is a fantastic person & loved hearing his stories. Rebecca did a wonderful job navigating the conversation! :) 10/10 would recommend!!
- It felt like a casual conversation between friends.
- I most enjoyed Rebeca's ability to spotlight Danny's uniqueness and weaving questions together so that he could tell a story
- What a great inspiration Danny Trejo is! Thank you for having him as a guest. Impressed the moderator speaks Spanish. And the interviewer kept things on track.
- Danny is so sweet and generous. The interviewer was great, too.
- Great freewheeling conversation. The moderator was fantastic.
- Danny is such a delight. The interviewer was also at ease with their back and forth. It was a really nice exchange.
- The event was moderated so well and allowed Mr. Trejo to respond to a variety of different questions and topics.
- Todo, la entrevista fué muy amena, el Sr. Trejo fué muy espontáneo y se sentia que contestaba con mucha sinceridad. Me encanto cuando dijo "la felicidad debe estar en tu corazón, no en tus bolsillos" GRACIAS por compartir esta oportunidad con toda la comunidad
- Loved how candid the conversation was. Rebeca was the best interviewer yet from the Illinois Library group. Really excellent.

Data Dashboard

<https://datastudio.google.com/reporting/071b2ae1-260b-43ca-8de4-57c7cd77cb5c>

Staff reports:

Spotlight on 150th Anniversary Plans:

This month, the Evanston Public Library launched the official celebration of its sesquicentennial. One hundred and fifty years ago, on April 15, 1873, Evanstonians voted unanimously in favor of funding a free public library. The vote levied a tax of \$2 per \$1,000 of property tax value annually, and later that summer, the new library board met to receive the assets of the former Evanston Library Association and make them free for the public – all 932 volumes.

This year's celebration begins April 15, 2023 and lasts through our open house this fall. Staff approached this year's celebration with the following goals in mind:

- Build community support for the library by highlighting and thanking our partners, volunteers, supporters and the wider community and demonstrating our impact and centrality to Evanston's past/present/future
- Create opportunities for fun, excitement and buy-in for our staff and wider community
- Support Development's goal of raising \$150K
- Work within our capacity given our current staffing levels

With those goals in mind, we developed a plan that would celebrate the Library's 150th by highlighting the missional work we are already doing with the theme: *150 years of connecting...*

Here is a sampling of what we have planned:

Online swag store

The Evanston Public Library has opened an [online swag store](#) with styles that celebrate EPL's commitment to intellectual freedom and access to books and ideas. Get your 'I read banned books' and 'Support your local library' tees, tote bags and mugs, plus find limited edition 150th anniversary designs, too. Proceeds benefit library programs that extend our reach to parks, schools, community centers and more all throughout Evanston.

History programming

As the heart of our diverse community, the Evanston Public Library's history is deeply entwined with the history of all of Evanston. Join us on April 12 for Encountering Evanston History: A Panel Discussion, with several noted local authors of the recently released *Encountering Evanston History*. And watch for announcements later this year when our new digital newspaper database is complete.

150 Things to Do This Summer

We'll be at parks, beaches, community centers and block parties with 150 things to do this summer. Pick up your 150 Things to Do with EPL guide starting this May, then make a plan to read, learn, and explore all over Evanston.

PEPL Read-A-Thon

This September, the Partners of the Evanston Public Library, the 501c3 that supports the Library through fundraising and awareness, will host a Readathon throughout the community. Learn more about the PEPL and how you can join in their mission at eplpartners.org.

150 Books by Evanston Authors

The Evanston Public Library will be celebrating 150 Books by Evanston Authors. Pick up a guide this fall or drop by our Oct. 14 Open House to see our curated collection of locally authored books.

150 Things from our Teen Loft Makerspace

Our teen librarians will be giving away 150 things crafted on our laser cutter and other makerspace tech. From embroidery to zines, our teen patrons have opportunities to make and create all year long.

Count to 150 in our children's department

Visit our children's department – recently named one of the Best Children's Libraries in Chicagoland – where we'll be counting to 150 in all kinds of ways.

Social Media Campaign

Snap a pic at the Main Library, Robert Crown Branch, or at any of our summer park programs, tell us what you connect to at the Library, and tag us on Instagram or Facebook with #EPL150 for a chance to win an item of your choice from our swag shop. We'll pick one winner a month at random.

Partner Recognition

While you're on our social media pages, be sure to thank the Evanston community partners we'll be highlighting throughout the year.

\$150,000 Giving Campaign

The Evanston Public Library relies on the generosity of our community members who go above and beyond to donate to the Library – more than 13 percent of our revenue comes from non-tax sources, and our tax rate is This year, we're launching a \$150,000 campaign to fund programs and services that keep you connected – consider making a gift in honor of the next 150 years.

150th Open House

Our 150th Anniversary culminates in an open house happening Oct. 14 at both the Main Library and our Robert Crown Branch, and it's the perfect opportunity to discover everything you didn't know your Library does. Sample some of our most popular programs, get a behind-the-scenes tour, and discover services you never knew the library offered.

Patron Feedback of Note:

ELL Library Assistant Martha Meyer received a message on LinkedIn from a mother who remembered her from years ago. An excerpt from that message, with identifying information removed: "Hi! Your name came up today as a suggested connection and I immediately knew who you were. I have two children with learning disabilities who you have had a real impact on...(Name removed for privacy) was a voracious reader and you helped us find books for him that were age appropriate and challenging...(name removed for privacy) is 6 years younger and she too would come to the library with us regularly. However, she didn't like to be read to. She didn't like to read. She wasn't interested in taking out books. Rather, she liked dancing. You were emphatic that we must find books she was interested in. I remember your being absolutely adamant there is always a way to help a child enjoy books. As a parent, it's hard to know that not loving books is just as "normal" and common as loving books and that there are many different starting points to successful reading...I feel very grateful to you. Had it not been for people like you at institutions like our Evanston libraries...my children's lives would be very different."

Martha, Betsy Bird and Bridget Petrites presented on behalf of the Blueberry Committee to a webinar for the Natural Start Alliance, where they received this feedback from the organizers: "Thank you all for a wonderful webinar! I had my video off through much of it, which was probably a good thing since I was laughing and smiling and clapping through it all -- a real show (you, not me)! Thank you for collaborating with us, for sharing the results of your hard work with our community, and, most importantly, for founding this award! We look forward to continuing to highlight your work year after year..." "Yes thank you so much! How wonderful. Hope you were able to see the appreciation in the chat. You do such wonderful work and you share it with such depth and enthusiasm. Such a pleasure to work with you, and thank you for the work you do! It's so valuable."

March Press Mentions:

Captured: Peering into Evanston's Past in the Evanstoniana Room. Daily Northwestern. March 1, 2023

Following aggravated battery at main location, EPL vows to put resources into social work. Daily Northwestern. March 7, 2023.

Niles Police advised firing off-duty cop who drew gun at library. Evanston Roundtable. March 8, 2023.

Evanston Public Library evolves to meet residents' needs. Evanston Roundtable. March 12, 2023.

Get Smart About News. News Literacy Project newsletter. (Trackback to Evanston Public Library digitizes Evanston's historical newspapers. Daily Northwestern. 2/14/2023)

Best Libraries to Visit with Kids in Chicagoland. Chicago Parent. March 21, 2023.

Evanston Library Staffer Quits Police Job While Under Investigation. Patch. March 31, 2023.



Memorandum

To: Evanston Public Library Board of Trustees
From: Heather Norborg, Interim Executive Library Director
Subject: Administrative Services Update
Date: April 12, 2023

This memo provides an update on significant administrative activities.

Human Resources

Below is a recap of our recruiting activities:

- Offer made and accepted by a final candidate for a 20 hours Library Clerk position in Access Services pending passing of medical examination including drug testing.
- Other job postings for open positions are closed and are being evaluated for consideration of qualified candidates. They include: part-time Library Assistant in Early Learning, part-time Development Associate, Finance Manager and Social Worker in Administration and Innovation and Digital Learning Manager.

Financial Resources

The Library Fund financial report for the period ending March 31st is included for your review. For the operating fund, revenue collection is at 24% of budget projection and expenditures 24%. Capital fund expenditures total 41% of the budget.

Facilities Update

Maintenance is busy performing spring clean-up, interior painting, and mulching the landscape.

Building ventilation project is moving along smoothly with no impact on building operations. We are now running on 50% of the new system.

Public bidding and project vetting for 2023 continues.



Budget Performance Report

Fiscal Year to Date 03/31/23

Include Rollup Account and Rollup to Object Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 185 - LIBRARY FUND										
REVENUE										
Department 48 - LIBRARY										
Business Unit 4845 - LIBRARY ADMINISTRATION										
51015	PROPERTY TAXES	7,535,472.00	.00	7,535,472.00	1,932,284.31	.00	1,932,284.31	5,603,187.69	26	7,418,797.15
52610	LIBRARY FINES & FEES	.00	.00	.00	.00	.00	.00	.00	+++	6,126.35
55201	Federal Grants	100,000.00	.00	100,000.00	.00	.00	.00	100,000.00	0	125,772.01
55245	LIBRARY STATE PER CAPITA GRANT	109,866.00	.00	109,866.00	.00	.00	13,549.89	96,316.11	12	115,212.25
56011	DONATIONS	400,000.00	.00	400,000.00	.00	.00	47,619.45	352,380.55	12	359,774.48
56045	MISCELLANEOUS REVENUE	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	6,194.53
56140	FEES AND MERCHANDISE SALE	.00	.00	.00	(43.00)	.00	(43.00)	43.00	+++	(178.65)
56501	INVESTMENT INCOME	21,600.00	.00	21,600.00	405.83	.00	26,069.52	(4,469.52)	121	68,818.53
57002	TRANSFER FROM ENDOWMENT	250,000.00	.00	250,000.00	.00	.00	.00	250,000.00	0	217,929.86
57515	LIBRARY MATERIAL REPLACEMENT CHARGES	22,000.00	.00	22,000.00	.00	.00	4,022.65	17,977.35	18	25,133.90
57526	LIBRARY BOOK SALE	3,000.00	.00	3,000.00	.00	.00	658.57	2,341.43	22	3,604.07
57535	LIBRARY COPY MACH. CHG	9,000.00	.00	9,000.00	.00	.00	2,229.11	6,770.89	25	12,542.72
57540	LIBRARY MEETING RM RENTAL	1,000.00	.00	1,000.00	.00	.00	881.00	119.00	88	2,765.84
57545	NORTH BRANCH RENTAL INCOME	20,394.00	.00	20,394.00	.00	.00	3,399.00	16,995.00	17	20,067.00
57551	LIBRARY GRANTS	100,000.00	.00	100,000.00	.00	.00	4,086.37	95,913.63	4	41,727.49
Business Unit 4845 - LIBRARY ADMINISTRATION Totals		\$8,577,332.00	\$0.00	\$8,577,332.00	\$1,932,647.14	\$0.00	\$2,034,756.87	\$6,542,575.13	24%	\$8,424,287.53
Department 48 - LIBRARY Totals		\$8,577,332.00	\$0.00	\$8,577,332.00	\$1,932,647.14	\$0.00	\$2,034,756.87	\$6,542,575.13	24%	\$8,424,287.53
REVENUE TOTALS		\$8,577,332.00	\$0.00	\$8,577,332.00	\$1,932,647.14	\$0.00	\$2,034,756.87	\$6,542,575.13	24%	\$8,424,287.53
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4805 - EARLY LEARNING & LITERACY										
61010	REGULAR PAY	395,172.00	.00	395,172.00	46,033.20	.00	108,122.85	287,049.15	27	402,006.44
61050	PERMANENT PART-TIME	201,509.00	.00	201,509.00	21,315.57	.00	51,262.41	150,246.59	25	200,548.34
61060	SEASONAL EMPLOYEES	6,000.00	.00	6,000.00	180.00	.00	525.00	5,475.00	9	2,805.00
61110	OVERTIME PAY	.00	.00	.00	.00	.00	1,087.53	(1,087.53)	+++	1,087.53
61415	TERMINATION PAYOUTS	.00	.00	.00	.00	.00	622.67	(622.67)	+++	.00
61420	ANNUAL SICK LEAVE PAYOUT	.00	.00	.00	.00	.00	1,238.12	(1,238.12)	+++	2,746.06
61510	HEALTH INSURANCE	73,765.00	.00	73,765.00	6,147.16	.00	18,441.48	55,323.52	25	68,269.97
61615	LIFE INSURANCE	261.00	.00	261.00	14.88	.00	44.64	216.36	17	283.10
61710	IMRF	19,005.00	.00	19,005.00	2,142.52	.00	5,169.84	13,835.16	27	27,124.48
61725	SOCIAL SECURITY	36,995.00	.00	36,995.00	4,088.16	.00	9,815.86	27,179.14	27	36,710.87
61730	MEDICARE	8,652.00	.00	8,652.00	956.05	.00	2,295.62	6,356.38	27	8,585.62
62295	TRAINING & TRAVEL	.00	.00	.00	.00	.00	.00	.00	+++	114.34
62506	WORK- STUDY	900.00	.00	900.00	.00	.00	.00	900.00	0	.00
65002	STATE GRANT EXPENSE	7,800.00	.00	7,800.00	.00	.00	.00	7,800.00	0	.00
65025	FOOD	.00	.00	.00	5.39	.00	5.39	(5.39)	+++	17.15
65100	LIBRARY SUPPLIES	17,400.00	.00	17,400.00	7,112.56	.00	8,748.33	8,651.67	50	25,992.76



Budget Performance Report

Fiscal Year to Date 03/31/23

Include Rollup Account and Rollup to Object Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 185 - LIBRARY FUND										
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4805 - EARLY LEARNING & LITERACY										
65503	FURNITURE / FIXTURES / EQUIPMENT	500.00	.00	500.00	.00	.00	.00	500.00	0	1,000.00
65630	LIBRARY BOOKS	171,400.00	.00	171,400.00	12,786.72	.00	21,545.43	149,854.57	13	134,197.79
65641	AUDIO VISUAL COLLECTIONS	5,000.00	.00	5,000.00	1,544.93	.00	5,693.12	(693.12)	114	11,390.29
Business Unit 4805 - EARLY LEARNING & LITERACY		\$944,359.00	\$0.00	\$944,359.00	\$102,327.14	\$0.00	\$234,618.29	\$709,740.71	25%	\$922,879.74
Totals										
Business Unit 4806 - LIFELONG LEARNING & LITERACY										
61010	REGULAR PAY	464,223.20	.00	464,223.20	56,067.73	.00	119,333.64	344,889.56	26	383,966.98
61050	PERMANENT PART-TIME	263,100.00	.00	263,100.00	31,401.44	.00	72,269.24	190,830.76	27	239,637.88
61060	SEASONAL EMPLOYEES	6,000.00	.00	6,000.00	.00	.00	525.00	5,475.00	9	7,485.00
61110	OVERTIME PAY	.00	.00	.00	.00	.00	819.17	(819.17)	+++	819.17
61415	TERMINATION PAYOUTS	.00	.00	.00	.00	.00	.00	.00	+++	1,777.25
61510	HEALTH INSURANCE	73,212.00	.00	73,212.00	6,101.06	.00	18,303.18	54,908.82	25	67,758.22
61615	LIFE INSURANCE	213.00	.00	213.00	11.53	.00	33.75	179.25	16	199.67
61710	IMRF	24,074.44	.00	24,074.44	2,895.22	.00	6,369.13	17,705.31	26	29,045.63
61725	SOCIAL SECURITY	45,094.39	.00	45,094.39	5,335.33	.00	11,703.25	33,391.14	26	38,361.14
61730	MEDICARE	10,546.72	.00	10,546.72	1,247.76	.00	2,737.05	7,809.67	26	8,971.54
62340	IT COMPUTER SOFTWARE	.00	.00	.00	.00	.00	.00	.00	+++	535.50
62341	INTERNET SOLUTION PROVIDERS	280,255.00	.00	280,255.00	44,612.40	.00	76,010.04	204,244.96	27	304,828.95
62506	WORK- STUDY	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
65002	STATE GRANT EXPENSE	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
65100	LIBRARY SUPPLIES	15,000.00	.00	15,000.00	300.00	.00	300.00	14,700.00	2	10,618.04
65630	LIBRARY BOOKS	335,000.00	.00	335,000.00	34,653.81	.00	81,571.89	253,428.11	24	313,420.52
65635	PERIODICALS	6,000.00	.00	6,000.00	1,091.18	.00	3,842.91	2,157.09	64	5,687.61
65641	AUDIO VISUAL COLLECTIONS	31,000.00	.00	31,000.00	2,810.04	.00	6,968.95	24,031.05	22	31,911.41
Business Unit 4806 - LIFELONG LEARNING & LITERACY		\$1,559,718.75	\$0.00	\$1,559,718.75	\$186,527.50	\$0.00	\$400,787.20	\$1,158,931.55	26%	\$1,445,024.51
Totals										
Business Unit 4820 - ACCESS SERVICES										
61010	REGULAR PAY	675,467.00	.00	675,467.00	75,895.82	.00	172,942.18	502,524.82	26	625,739.47
61050	PERMANENT PART-TIME	269,724.00	.00	269,724.00	27,790.05	.00	67,772.15	201,951.85	25	239,169.51
61060	SEASONAL EMPLOYEES	5,000.00	.00	5,000.00	210.00	.00	1,528.00	3,472.00	31	20,793.50
61110	OVERTIME PAY	.00	.00	.00	.00	.00	952.22	(952.22)	+++	952.22
61415	TERMINATION PAYOUTS	.00	.00	.00	.00	.00	46.12	(46.12)	+++	12,938.26
61420	ANNUAL SICK LEAVE PAYOUT	.00	.00	.00	.00	.00	1,602.85	(1,602.85)	+++	986.58
61430	VACATION PAYOUTS (PREVIOUSLY OTHER PAYOUTS)	.00	.00	.00	.00	.00	.00	.00	+++	2,100.49
61510	HEALTH INSURANCE	140,643.00	.00	140,643.00	11,893.16	.00	35,679.48	104,963.52	25	125,841.62
61615	LIFE INSURANCE	339.00	.00	339.00	23.30	.00	69.90	269.10	21	401.36
61710	IMRF	27,656.00	.00	27,656.00	3,053.22	.00	7,154.76	20,501.24	26	36,787.20
61725	SOCIAL SECURITY	58,603.00	.00	58,603.00	6,265.62	.00	14,653.62	43,949.38	25	53,942.55



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Fund 185 - LIBRARY FUND										
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4820 - ACCESS SERVICES										
61730	MEDICARE	13,707.00	.00	13,707.00	1,465.33	.00	3,427.04	10,279.96	25	12,615.59
62225	BLDG MAINTENANCE SERVICES	.00	.00	.00	.00	.00	.00	.00	+++	(4,146.50)
62340	IT COMPUTER SOFTWARE	183,900.00	.00	183,900.00	4,657.97	.00	32,745.83	151,154.17	18	135,776.50
62341	INTERNET SOLUTION PROVIDERS	.00	.00	.00	.00	.00	.00	.00	+++	24,576.63
62506	WORK- STUDY	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	1,396.27
65100	LIBRARY SUPPLIES	12,000.00	.00	12,000.00	749.28	3,528.55	1,780.26	6,691.19	44	25,959.30
65555	IT COMPUTER HARDWARE	.00	.00	.00	144.00	.00	3,267.00	(3,267.00)	+++	36,745.68
Business Unit 4820 - ACCESS SERVICES Totals		\$1,390,039.00	\$0.00	\$1,390,039.00	\$132,147.75	\$3,528.55	\$343,621.41	\$1,042,889.04	25%	\$1,352,576.23
Business Unit 4825 - ENGAGEMENT SERVICES										
61010	REGULAR PAY	475,122.00	.00	475,122.00	54,641.46	.00	130,983.60	344,138.40	28	409,917.15
61050	PERMANENT PART-TIME	223,870.00	.00	223,870.00	26,629.26	.00	59,317.91	164,552.09	26	180,649.63
61060	SEASONAL EMPLOYEES	10,000.00	.00	10,000.00	.00	.00	85.00	9,915.00	1	2,654.00
61110	OVERTIME PAY	.00	.00	.00	.00	.00	1,138.43	(1,138.43)	+++	1,617.63
61415	TERMINATION PAYOUTS	.00	.00	.00	.00	.00	12,500.95	(12,500.95)	+++	1,346.53
61510	HEALTH INSURANCE	105,250.00	.00	105,250.00	7,905.52	.00	26,387.44	78,862.56	25	85,165.19
61615	LIFE INSURANCE	304.00	.00	304.00	11.74	.00	46.14	257.86	15	231.36
61710	IMRF	23,138.00	.00	23,138.00	2,654.55	.00	6,673.63	16,464.37	29	27,151.54
61725	SOCIAL SECURITY	43,338.00	.00	43,338.00	4,880.07	.00	12,181.59	31,156.41	28	35,547.85
61730	MEDICARE	10,136.00	.00	10,136.00	1,141.29	.00	2,848.92	7,287.08	28	8,313.62
62225	BLDG MAINTENANCE SERVICES	5,000.00	.00	5,000.00	.00	.00	445.00	4,555.00	9	6,172.67
62340	IT COMPUTER SOFTWARE	14,695.00	.00	14,695.00	.00	.00	.00	14,695.00	0	26,125.38
62341	INTERNET SOLUTION PROVIDERS	.00	.00	.00	.00	.00	.00	.00	+++	(647.24)
64015	NATURAL GAS	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	180.30
65100	LIBRARY SUPPLIES	50,000.00	.00	50,000.00	1,644.12	.00	1,744.12	48,255.88	3	23,959.28
65503	FURNITURE / FIXTURES / EQUIPMENT	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
65630	LIBRARY BOOKS	35,000.00	.00	35,000.00	2,539.50	.00	4,323.42	30,676.58	12	38,267.00
65635	PERIODICALS	500.00	.00	500.00	.00	.00	.00	500.00	0	327.62
65641	AUDIO VISUAL COLLECTIONS	12,000.00	.00	12,000.00	.00	.00	.00	12,000.00	0	5,779.67
Business Unit 4825 - ENGAGEMENT SERVICES Totals		\$1,010,853.00	\$0.00	\$1,010,853.00	\$102,047.51	\$0.00	\$258,676.15	\$752,176.85	26%	\$852,759.18
Business Unit 4835 - INNOVATION & DIGITAL LEARNING										
61010	REGULAR PAY	415,927.00	.00	415,927.00	37,955.26	.00	88,084.37	327,842.63	21	380,982.64
61050	PERMANENT PART-TIME	241,617.20	.00	241,617.20	21,767.25	.00	47,448.24	194,168.96	20	193,495.77
61060	SEASONAL EMPLOYEES	5,000.00	.00	5,000.00	1,115.00	.00	1,695.00	3,305.00	34	10,055.00
61110	OVERTIME PAY	.00	.00	.00	.00	.00	462.41	(462.41)	+++	462.41
61415	TERMINATION PAYOUTS	.00	.00	.00	.00	.00	.00	.00	+++	9,120.21
61420	ANNUAL SICK LEAVE PAYOUT	.00	.00	.00	.00	.00	532.83	(532.83)	+++	.00



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Fund 185 - LIBRARY FUND										
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4835 - INNOVATION & DIGITAL LEARNING										
61510	HEALTH INSURANCE	84,701.88	.00	84,701.88	4,344.94	.00	13,034.82	71,667.06	15	63,934.72
61615	LIFE INSURANCE	257.00	.00	257.00	4.18	.00	12.54	244.46	5	233.03
61710	IMRF	20,298.00	.00	20,298.00	1,946.36	.00	4,449.55	15,848.45	22	27,217.97
61725	SOCIAL SECURITY	40,768.59	.00	40,768.59	3,694.95	.00	8,352.72	32,415.87	20	35,970.82
61730	MEDICARE	9,535.05	.00	9,535.05	864.15	.00	1,953.47	7,581.58	20	8,412.50
62272	OTHER PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00	.00	+++	89.91
62340	IT COMPUTER SOFTWARE	72,654.00	.00	72,654.00	2,024.89	.00	2,701.74	69,952.26	4	57,110.33
62341	INTERNET SOLUTION PROVIDERS	.00	.00	.00	.00	.00	4,619.99	(4,619.99)	+++	30,888.57
65001	FEDERAL GRANT EXPENSE	21,590.00	.00	21,590.00	189.54	.00	189.54	21,400.46	1	.00
65002	STATE GRANT EXPENSE	500.00	.00	500.00	243.63	3,626.22	243.63	(3,369.85)	774	.00
65100	LIBRARY SUPPLIES	13,530.00	.00	13,530.00	999.67	.00	999.67	12,530.33	7	24,979.15
65555	IT COMPUTER HARDWARE	36,650.00	.00	36,650.00	.00	.00	.00	36,650.00	0	46,442.39
65630	LIBRARY BOOKS	20,000.00	.00	20,000.00	2,420.74	.00	4,268.70	15,731.30	21	20,892.35
65641	AUDIO VISUAL COLLECTIONS	2,500.00	.00	2,500.00	159.96	.00	159.96	2,340.04	6	58.83
Business Unit 4835 - INNOVATION & DIGITAL LEARNING Totals		\$985,528.72	\$0.00	\$985,528.72	\$77,730.52	\$3,626.22	\$179,209.18	\$802,693.32	19%	\$910,346.60
Business Unit 4840 - LIBRARY MAINTENANCE										
61010	REGULAR PAY	378,642.00	.00	378,642.00	33,852.95	.00	84,563.20	294,078.80	22	350,719.71
61050	PERMANENT PART-TIME	64,775.00	.00	64,775.00	13,214.81	.00	23,753.54	41,021.46	37	72,343.80
61060	SEASONAL EMPLOYEES	16,575.00	.00	16,575.00	884.00	.00	4,063.00	12,512.00	25	19,643.50
61110	OVERTIME PAY	10,000.00	.00	10,000.00	725.37	.00	2,525.33	7,474.67	25	8,645.73
61415	TERMINATION PAYOUTS	.00	.00	.00	.00	.00	.00	.00	+++	5,953.07
61510	HEALTH INSURANCE	97,079.00	.00	97,079.00	7,377.54	.00	22,132.62	74,946.38	23	76,661.29
61615	LIFE INSURANCE	275.00	.00	275.00	8.31	.00	24.93	250.07	9	274.34
61626	CELL PHONE ALLOWANCE	825.00	.00	825.00	75.00	.00	192.00	633.00	23	900.00
61630	SHOE ALLOWANCE	540.00	.00	540.00	.00	.00	.00	540.00	0	360.00
61710	IMRF	14,678.00	.00	14,678.00	1,581.95	.00	3,668.87	11,009.13	25	20,450.63
61725	SOCIAL SECURITY	28,604.61	.00	28,604.61	2,909.22	.00	6,811.79	21,792.82	24	27,209.41
61730	MEDICARE	6,690.25	.00	6,690.25	680.37	.00	1,593.08	5,097.17	24	6,363.51
62225	BLDG MAINTENANCE SERVICES	227,295.00	.00	227,295.00	21,027.86	143,431.08	49,351.59	34,512.33	85	239,446.67
62235	OFFICE EQUIPMENT MAINT	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
62245	OTHER EQMT MAINTENANCE	2,277.00	.00	2,277.00	.00	.00	.00	2,277.00	0	.00
62305	RENTAL OF AUTO-FLEET MAINTENANCE	5,440.00	.00	5,440.00	453.00	.00	1,359.00	4,081.00	25	5,439.96
62309	RENTAL OF AUTO REPLACEMENT	4,885.00	.00	4,885.00	407.00	.00	1,221.00	3,664.00	25	4,884.96
64005	ELECTRICITY	120,000.00	.00	120,000.00	13,891.69	.00	13,891.69	106,108.31	12	89,498.92
64015	NATURAL GAS	32,400.00	.00	32,400.00	1,900.24	.00	4,461.87	27,938.13	14	24,447.75
65020	CLOTHING	.00	.00	.00	.00	.00	.00	.00	+++	1,827.52



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Fund 185 - LIBRARY FUND										
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4840 - LIBRARY MAINTENANCE										
65025	FOOD	.00	.00	.00	.00	.00	.00	.00	+++	114.46
65040	JANITORIAL SUPPLIES	18,377.00	.00	18,377.00	1,367.13	.00	13,141.13	5,235.87	72	7,598.90
65050	BLDG MAINTENANCE MATERIAL	35,000.00	.00	35,000.00	1,942.48	.00	1,942.48	33,057.52	6	16,772.30
65095	OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00	.00	+++	40.70
Business Unit 4840 - LIBRARY MAINTENANCE Totals		\$1,065,357.86	\$0.00	\$1,065,357.86	\$102,298.92	\$143,431.08	\$234,697.12	\$687,229.66	35%	\$979,597.13
Business Unit 4845 - LIBRARY ADMINISTRATION										
61010	REGULAR PAY	757,543.00	.00	757,543.00	39,996.36	.00	99,022.14	658,520.86	13	424,670.16
61050	PERMANENT PART-TIME	80,546.00	.00	80,546.00	7,377.94	.00	20,154.45	60,391.55	25	78,672.16
61415	TERMINATION PAYOUTS	.00	.00	.00	267.27	.00	267.27	(267.27)	+++	94,401.72
61510	HEALTH INSURANCE	84,439.00	.00	84,439.00	3,341.58	.00	10,024.74	74,414.26	12	46,956.97
61615	LIFE INSURANCE	278.00	.00	278.00	16.28	.00	48.70	229.30	18	423.54
61625	AUTO ALLOWANCE	4,800.00	.00	4,800.00	.00	.00	.00	4,800.00	0	2,400.00
61626	CELL PHONE ALLOWANCE	1,200.00	.00	1,200.00	84.00	.00	252.00	948.00	21	894.00
61710	IMRF	27,741.00	.00	27,741.00	1,576.95	.00	3,953.61	23,787.39	14	27,911.07
61725	SOCIAL SECURITY	48,388.00	.00	48,388.00	2,909.01	.00	7,271.26	41,116.74	15	34,029.89
61730	MEDICARE	12,153.00	.00	12,153.00	680.32	.00	1,700.52	10,452.48	14	8,465.88
62185	CONSULTING SERVICES	135,000.00	.00	135,000.00	5,177.33	.00	10,020.75	124,979.25	7	153,388.75
62205	ADVERTISING	4,000.00	.00	4,000.00	19.17	.00	19.17	3,980.83	0	1,455.61
62210	PRINTING	45,000.00	.00	45,000.00	130.00	22,614.00	130.00	22,256.00	51	9,672.27
62272	OTHER PROFESSIONAL SERVICES	85,000.00	.00	85,000.00	.00	.00	.00	85,000.00	0	(2,939.14)
62275	POSTAGE CHARGEBACKS	2,600.00	.00	2,600.00	.00	.00	.00	2,600.00	0	.00
62290	TUITION	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	7,817.00
62295	TRAINING & TRAVEL	25,000.00	.00	25,000.00	3,563.93	.00	5,169.46	19,830.54	21	30,139.09
62315	POSTAGE	1,000.00	.00	1,000.00	772.04	.00	772.04	227.96	77	4,760.28
62340	IT COMPUTER SOFTWARE	.00	.00	.00	.00	.00	.00	.00	+++	11.99
62360	MEMBERSHIP DUES	2,075.00	.00	2,075.00	909.00	.00	909.00	1,166.00	44	2,006.00
62380	COPY MACHINE CHARGES	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
62506	WORK- STUDY	3,600.00	.00	3,600.00	.00	.00	.00	3,600.00	0	3,237.25
62705	BANK SERVICE CHARGES	5,700.00	.00	5,700.00	.00	.00	1,065.76	4,634.24	19	4,479.26
64540	TELECOMMUNICATIONS - WIRELESS	.00	.00	.00	.00	.00	.00	.00	+++	4,739.83
65025	FOOD	7,000.00	.00	7,000.00	188.53	.00	301.14	6,698.86	4	8,054.85
65095	OFFICE SUPPLIES	50,000.00	.00	50,000.00	1,360.80	7,704.76	1,618.14	40,677.10	19	26,780.19
65100	LIBRARY SUPPLIES	.00	.00	.00	.00	.00	.00	.00	+++	635.87
66131	TRANSFER TO GENERAL FUND	295,000.00	.00	295,000.00	24,583.00	.00	73,749.00	221,251.00	25	289,328.04
Business Unit 4845 - LIBRARY ADMINISTRATION Totals		\$1,703,063.00	\$0.00	\$1,703,063.00	\$92,953.51	\$30,318.76	\$236,449.15	\$1,436,295.09	16%	\$1,262,392.53
Business Unit 4850 - LIBRARY GRANTS										
62185	CONSULTING SERVICES	.00	.00	.00	.00	.00	100.00	(100.00)	+++	17,171.75



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Fund 185 - LIBRARY FUND										
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4850 - LIBRARY GRANTS										
62340	IT COMPUTER SOFTWARE	.00	.00	.00	.00	.00	.00	.00	+++	115.00
65100	LIBRARY SUPPLIES	.00	.00	.00	907.70	.00	2,436.24	(2,436.24)	+++	30,892.51
Business Unit 4850 - LIBRARY GRANTS Totals		\$0.00	\$0.00	\$0.00	\$907.70	\$0.00	\$2,536.24	(\$2,536.24)	+++	\$48,179.26
Department 48 - LIBRARY Totals		\$8,658,919.33	\$0.00	\$8,658,919.33	\$796,940.55	\$180,904.61	\$1,890,594.74	\$6,587,419.98	24%	\$7,773,755.18
EXPENSE TOTALS		\$8,658,919.33	\$0.00	\$8,658,919.33	\$796,940.55	\$180,904.61	\$1,890,594.74	\$6,587,419.98	24%	\$7,773,755.18
Fund 185 - LIBRARY FUND Totals										
REVENUE TOTALS		8,577,332.00	.00	8,577,332.00	1,932,647.14	.00	2,034,756.87	6,542,575.13	24%	8,424,287.53
EXPENSE TOTALS		8,658,919.33	.00	8,658,919.33	796,940.55	180,904.61	1,890,594.74	6,587,419.98	24%	7,773,755.18
Fund 185 - LIBRARY FUND Totals		(\$81,587.33)	\$0.00	(\$81,587.33)	\$1,135,706.59	(\$180,904.61)	\$144,162.13	(\$44,844.85)		\$650,532.35
Fund 186 - LIBRARY DEBT SERVICE FUND										
REVENUE										
Department 48 - LIBRARY										
Business Unit 4861 - LIBRARY DEBT SERVICE ADMIN										
51015	PROPERTY TAXES	507,913.00	.00	507,913.00	.00	.00	.00	507,913.00	0	506,626.00
Business Unit 4861 - LIBRARY DEBT SERVICE ADMIN Totals		\$507,913.00	\$0.00	\$507,913.00	\$0.00	\$0.00	\$0.00	\$507,913.00	0%	\$506,626.00
Department 48 - LIBRARY Totals		\$507,913.00	\$0.00	\$507,913.00	\$0.00	\$0.00	\$0.00	\$507,913.00	0%	\$506,626.00
REVENUE TOTALS		\$507,913.00	\$0.00	\$507,913.00	\$0.00	\$0.00	\$0.00	\$507,913.00	0%	\$506,626.00
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4861 - LIBRARY DEBT SERVICE ADMIN										
68305	DEBT SERVICE- PRINCIPAL	275,730.00	.00	275,730.00	.00	.00	.00	275,730.00	0	264,706.00
68315	DEBT SERVICE- INTEREST	232,183.00	.00	232,183.00	.00	.00	.00	232,183.00	0	240,281.64
Business Unit 4861 - LIBRARY DEBT SERVICE ADMIN Totals		\$507,913.00	\$0.00	\$507,913.00	\$0.00	\$0.00	\$0.00	\$507,913.00	0%	\$504,987.64
Department 48 - LIBRARY Totals		\$507,913.00	\$0.00	\$507,913.00	\$0.00	\$0.00	\$0.00	\$507,913.00	0%	\$504,987.64
EXPENSE TOTALS		\$507,913.00	\$0.00	\$507,913.00	\$0.00	\$0.00	\$0.00	\$507,913.00	0%	\$504,987.64
Fund 186 - LIBRARY DEBT SERVICE FUND Totals										
REVENUE TOTALS		507,913.00	.00	507,913.00	.00	.00	.00	507,913.00	0%	506,626.00
EXPENSE TOTALS		507,913.00	.00	507,913.00	.00	.00	.00	507,913.00	0%	504,987.64
Fund 186 - LIBRARY DEBT SERVICE FUND Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,638.36
Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD										
REVENUE										
Department 48 - LIBRARY										
Business Unit 4862 - LIBRARY CAPITAL IMPROVEMENT										
56060	BOND PROCEEDS	950,000.00	.00	950,000.00	.00	.00	.00	950,000.00	0	.00



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Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD										
REVENUE										
Department 48 - LIBRARY										
Business Unit 4862 - LIBRARY CAPITAL IMPROVEMENT		\$950,000.00	\$0.00	\$950,000.00	\$0.00	\$0.00	\$0.00	\$950,000.00	0%	\$0.00
		Totals								
Department 48 - LIBRARY		\$950,000.00	\$0.00	\$950,000.00	\$0.00	\$0.00	\$0.00	\$950,000.00	0%	\$0.00
		REVENUE TOTALS								
		\$950,000.00	\$0.00	\$950,000.00	\$0.00	\$0.00	\$0.00	\$950,000.00	0%	\$0.00
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4862 - LIBRARY CAPITAL IMPROVEMENT										
65515	OTHER IMPROVEMENTS	950,000.00	.00	950,000.00	117,493.54	236,488.80	228,373.54	485,137.66	49	173,737.09
Business Unit 4862 - LIBRARY CAPITAL IMPROVEMENT		\$950,000.00	\$0.00	\$950,000.00	\$117,493.54	\$236,488.80	\$228,373.54	\$485,137.66	49%	\$173,737.09
		Totals								
Department 48 - LIBRARY		\$950,000.00	\$0.00	\$950,000.00	\$117,493.54	\$236,488.80	\$228,373.54	\$485,137.66	49%	\$173,737.09
		EXPENSE TOTALS								
		\$950,000.00	\$0.00	\$950,000.00	\$117,493.54	\$236,488.80	\$228,373.54	\$485,137.66	49%	\$173,737.09
Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD Totals										
		REVENUE TOTALS								
		950,000.00	.00	950,000.00	.00	.00	.00	950,000.00	0%	.00
		EXPENSE TOTALS								
		950,000.00	.00	950,000.00	117,493.54	236,488.80	228,373.54	485,137.66	49%	173,737.09
Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD Totals		\$0.00	\$0.00	\$0.00	(\$117,493.54)	(\$236,488.80)	(\$228,373.54)	\$464,862.34		(\$173,737.09)
Grand Totals										
		REVENUE TOTALS								
		10,035,245.00	.00	10,035,245.00	1,932,647.14	.00	2,034,756.87	8,000,488.13	20%	8,930,913.53
		EXPENSE TOTALS								
		10,116,832.33	.00	10,116,832.33	914,434.09	417,393.41	2,118,968.28	7,580,470.64	25%	8,452,479.91
Grand Totals		(\$81,587.33)	\$0.00	(\$81,587.33)	\$1,018,213.05	(\$417,393.41)	(\$84,211.41)	\$420,017.49		\$478,433.62

**Evanston Public Library Endowment Fund
Statement of Activity
February 01, 2023 through February 28, 2023**

Beginning Balance		4,049,779.94
Revenue		
Investment results	-103,871.58	
Total Revenues		-103,871.58
Distributions/Grants and Expenses		
Foundation support charge	-2,191.62	
Total Distributions		-2,191.62
Ending Balance		3,943,716.74

Endowment for the Evanston Public Library
 Holdings as of March 2023

	Symbol	Shares/Quantity	Price	Value as of March 31, 2023	% of portfolio	% of portfolio by asset class
Vanguard Federal Money Market Fund	VMFXX	1.000	\$281,759.68	\$281,759.68	100.00%	100.0%
US Treasury TIPS Notes, maturing 1/25, 2.375%		100000.000	\$0.000	\$0.00	0.00%	
US Treasury TIPS Notes, maturing 1/26, 2.0%		100000.000	\$0.000	\$0.00	0.00%	
US Treasury TIPS Notes, maturing 2/40, 2.125%		100000.000	\$0.000	\$0.00	0.00%	0.0%
				\$281,759.68		100.0%
					Cash Equivalents	100.0%
					US Treasury Inflation Protected Securities	0.0%
						100.0%



Memorandum

To: Evanston Public Library Facilities Committee and Library Board

From: Heather Norborg - Interim Executive Library Director
John Devaney - Facilities Manager

Subject: Approval of Main Library LED Lighting Upgrade BID 23-06 CIP 480032

Date: April 4, 2023

Recommended Action:

Staff recommends Facilities Committee/Library Board approval for the proposal from Verde Energy Efficiency Experts., located at 5328 N. Northwest Hwy, Chicago, IL 60630 for the purchase and replacement/upgrade of *all* building lighting at the Main Library to LED technology lighting as indicated in **Bid 23-06/480032** for the amount of **\$225,500.00**. This proposed amount does not include the potential Comed rebate of \$58,239.75 (+/- 26%).

Funding Source:

Funding is from the 2023 Capital Improvement Fund account 187.48.4862.65515.480032 and will be paid through Library debt. The budget for this project is \$250,000.00.

Summary:

This proposal includes the furnishing/installation and programming of all equipment, all parts, automation controls and commissioning/labor for the replacement of all interior lighting along with six (6) exterior lights that serve the north alleyway. Verde will also recycle all old bulbs and fixtures at their facility in Chicago at no charge to EPL. EPL has roughly 2000 fixtures that utilize up to 4000 bulbs.

The comprehensive facility assessment report developed by Wiss Janney Elsner for the Main Library included recommendations for major lighting renovations to our facility. As a result of this assessment report, the replacement of the building lighting is included in the 2023 Capital Improvement Budget approved by the Library Board in fall of 2022.

This initiative taken and funded by EPL will have major impact to the **City's Climate Action and Resilience Plan (CARP)**. Improvements at the Main facility over the last ten years places our building firmly in line (and well ahead of) the majority of COE facilities with conserving energy, both water and electricity. EPL will meet or exceed the City's 3-YEAR IMPLEMENTATION PLAN for 2025 after the 2023 CIP program is

complete. 2023 CIP includes replacement fans, boilers and LED lighting. EPL is making its contribution to reduce its Municipal carbon footprint through building performance standards along with building code updates.

2025 CARP = Reduce building energy consumption by 25% (35% by 2035 and 50% by 2050)

During February 2023, Bid 23-06 Main Library LED Lighting Upgrade was issued for public bid. We received three bids back for evaluation.

The following firms submitted bids by the March deadline for consideration:

Bidder	Potential Rebate	Amount*
VERDE - Chicago IL	\$58,239.75	\$225,500.00
OGNI - Wooddale, IL	\$86,329	\$224,117.00
Imperial Lighting - Chicago, IL	\$19,391.13	\$213,302.00

*Amount does not include Comed Rebate

Verde Energy Experts submitted the most responsible and responsive bid for the project.

Staff recommends that Verde Energy Efficiency Experts be awarded this project based on their positive references, extensive upgrades in the public library sector and City of Evanston projects. Verde has the lowest responsive/responsible bid in the amount of \$225,500 along with the all potential incentives. If the Facilities Committee approves this purchase recommendation it will presented to the Library Board for approval.

Time is of the essence due to extended equipment lead times on materials along with a busy construction season Spring/Summer 2023.

Attachments:

1. Received Bids. (3)
2. Technical specifications.
3. Verde Energy Documents for COE Exhibit D and Exhibit I.

BID 23-06
EVANSTON PUBLIC LIBRARY
MAIN LIBRARY LED LIGHTING UPGRADE
SCOPE OF WORK FEBRUARY 2023

- This scope of work is meant to upgrade all lighting in the library to LED except for the following rooms: Room 308, Room 327, Room 105, Room 104. These rooms are intentionally omitted from the scope of work.
- The library electricity bill will be provided to all eligible bidders. Bidders must calculate the ComEd incentive based on the provided scope of work. Any ComEd bonuses should be included in the total ComEd incentive amount.
- Please note that while a majority of the library consists of fluorescent & incandescent lighting, there are some areas included in the scope of work that have existing LED measures and are not eligible for ComEd incentive. Please only consider the Instant Discount program for the following 'already LED' measures.
 - Garage (qty:34) 2 Lamp 4ft TLED
 - Snowblower storage room (qty:5) 2 Lamp 4ft TLED
 - Room 112 (qty:2) 2 Lamp 4ft TLED
 - Electrical Room (qty:2) 2 Lamp 4ft TLED
 - Room 303 (qty:3) 1 Lamp 4ft TLED
 - 4th Floor Hallway through Alarmed Exit Door (qty: 11) 2 Lamp 4ft TLED
 - Room 419 Mechanical (qty:11) 2 Lamp 4ft TLED
- The Bidder understands that the library is not responsible for miscalculation of ComEd incentive. A miscalculation of incentive cannot be used as a change order later on.
- Existing EM Ballasts: Wherever there is an existing Emergency (EM) Ballast in a fixture the contractor shall leave the existing EM ballast and install a Type A solution (leave the existing ballast and install respective 4000K LED measure), For existing EM refer to original building prints.
- Any existing LED lights at the library will not be included in this scope of work, except the downlights/can lights. Any LED plug-in bulb existing in a can light is included in the total number of replacement downlight retrofits.
- Please note that all 2x2 recessed troffer fixtures in the library are air-return rated and all 2x2 replacement fixtures must be plenum-rated (air return compatible).
- The entire lighting scope of work must specify products from either Philips lighting (Signify) or one of its lighting subsidiary companies. No other lighting company or manufacturer will be accepted.
- All installed measures on the interior lighting scope of work must reflect a 4000K color temperature. 5000K is allowed on the exterior measures only.

- Awarded contractor must include sensor and networking lighting control commissioning and installation of the Philips/Signify Interact Pro Gateways, including both phone app and desktop setup for the facilities team.
- Awarded contractor must provide a 3 year labor warranty on all measures installed as part of the bid package. This warranty includes re-commissioning of the networked lighting controls on any lighting fixtures with sensors if requested by the library.
- Priority consideration will be given to contractors who have both local library references and references of the Interact Pro System installed.
- Priority consideration will be given to contractors who are deemed Minority Business Enterprises, Women Business Enterprises, Evanston Business Enterprises and/or have an L3C standing (business entities created mainly for charitable reasons).

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Verde Sustainable Solutions L3C dba Verde Energy Efficiency Experts
1801 W Berteau Ave Ste 202
Chicago, IL 60613

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

CITY OF EVANSTON
2100 RIDGE AVE
EVANSTON, IL 60201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT:

5% of bid

PROJECT (Name, location or address, and Project number, if any):

Main Library LED Lighting Upgrade.

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 the 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 14 day of March, 2023

Verde Sustainable Solutions L3C dba Verde Energy Efficiency Experts

(Principal)

(Seal)

(Witness)

(Title)

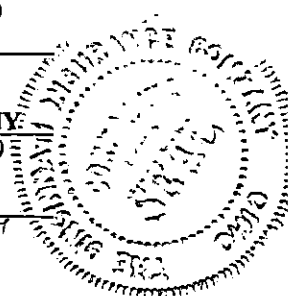
THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

(Witness)

(Title) Power-of Attorney



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jessica Hileman, Craig Swanson, Corey Rentz,

of Lake Zurich, IL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal, and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stephan A. Jentz

Vice President

STATE OF OHIO)
COUNTY OF BUTLER)

) ss:
)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 14th day of March, 2023



Scott R. Bolen

Assistant Secretary

CITY OF EVANSTON
SPECIFICATIONS AND BID DOCUMENTS
Construction Bid with Sub-contractors

BID NUMBER: 23-06

For

MAIN LIBRARY LED LIGHTING UPGRADE
FEBRUARY 09, 2023



BID DUE DATE: 2:00 P.M., Tuesday, March 14, 2023

VIRTUAL BID OPENING: 2:15 P.M., Tuesday, March 14, 2023
Google Meet ID:
meet.google.com/erk-vjyw-pza
Phone Numbers:
(US)+1 617-675-4444
PIN: 491 020 418 0044#

MANDATORY PRE-BID MEETING 8:30 A.M., February 28, 2023
Evanston Public Library
1703 Orrington Avenue
Evanston, IL 60201

BID BOND: 5% of Contract Amount

PERFORMANCE/MATERIAL & LABOR PAYMENT BOND: 100% of Contract Amount

CONTRACT PERIOD: Contract award through April 20, 2023

ELECTRONIC BID SUBMITTAL:

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

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

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

CITY OF EVANSTON

NOTICE TO BIDDERS

Bids will be received by the City's Purchasing Office until 2:00 P.M. local time **Tuesday, March 14, 2023** and will be publically read virtually via Google Meets at 2:15 P.M. Interested parties can use the following link: meet.google.com/erk-vjyw-pza or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. Effective immediately, the City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Bids shall cover the following:

MAIN LIBRARY LED LIGHTING UPGRADE

Bid Number: 23-06

Work on this project includes: The Evanston Main Library is a 125,000 sq/ft facility located in downtown Evanston. This facility went online in 1994 and is in need of a lighting upgrade. The buildings lighting design also serves an architectural component. The library has several types and styles of lighting currently in use (circa 1994). This upgrade will also make a major contribution toward the City of Evanston's Climate Action and Resilience Plan 2025 (CARP). The bid attachments list quantities and specified types along with a project scope.

A mandatory pre-bid meeting will be held at the Evanston Public Library 1703 Orrington Avenue, Evanston, IL 60201 at 8:30 A.M, on Tuesday, February 28, 2023. The above item shall conform to the Invitation for Bids on file in the Purchasing Office. 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 of Evanston/Evanston Public Library (the City) in accordance with the laws of the State of Illinois, hereby notifies all Bidders that it will affirmatively ensure that the contract(s) entered into pursuant to this Notice will be awarded to the successful Bidders without discrimination on the ground 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 prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. The City of Evanston/Evanston Public Library 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 Bidder shall be required to submit with their bid a disclosure of ownership interest statement form in accordance with the provisions of City Code Section 1-18-1 *et seq.* Failure to submit such information will result in the disqualification of such bid.

Linda Thomas
Purchasing Specialist

INSTRUCTIONS TO BIDDERS/REQUIREMENTS FOR BIDDING (CONTRACTS OVER \$25,000)

1. ON-LINE NOTIFICATION OF SOLICITATIONS

The City is utilizing Demandstar.com (www.demandstar.com) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of \$25,000, such as this requirement. Interested Bidders are required to submit a sealed bid to the City by the date/time indicated for this requirement on the forms provided by the City.

2. SUBMISSION OF BIDS

- A. The City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (WWW.DEMANDSTAR.COM). Although registration is required, vendors can download solicitations and upload bid responses for free. **Please refer to attached DemandStar E-bidding documents.**
- B. ANY BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED FOR THE RECEIPT OF BIDS WILL NOT BE ACCEPTED. It is the sole responsibility of the Bidder to insure that his or her bid is delivered by the stated bid opening time. THE CITY IS NOT RESPONSIBLE FOR IMCOMPLETE UPLOADED SUBMITTALS.
- C. Bids will be opened on the date and time stated.
- D. Any Bidder may withdraw his or her bid by letter or with proper identification by personally securing his or her bid at any time prior to the stated bid opening time. No telephone request for withdrawal of bids will be honored.

3. PREPARATION OF BIDS

The Bidder must prepare the bid on the attached bid forms. Unless otherwise stated, all blank spaces on the bid form or pages must be filled in. Either a unit price, lump sum price, or a "no-bid", as the case may be, must be stated for each and every item and must be either typed in or written in ink.

4. SIGNING OF BIDS

- A. Bids which are signed for a partnership should be signed in the firm's name by all partners or in the firm's name by Attorney-in-Fact. If signed by Attorney-in-Fact, there should be attached to the bid a Power of Attorney evidencing authority to sign the bid, dated the same date as the bid and executed by all partners of the firm.
- B. Bids which are signed for a corporation should have the correct corporate name thereon and signature of an authorized officer of the corporation manually written below the corporate name following words "By: " _____ " title of office held by the person signing for corporation, which shall appear below signature of an officer.

- C. Bids which are signed by an individual doing business under a fictitious name should be signed in the name of the individual "doing business as. _____."
- D. The name of each person signing the bid shall be typed or printed below his or her signature.

5. CONSIDERATION OF BIDS

The Purchasing Specialist shall represent and act for the City in all matters pertaining to this bid and the contract in conjunction therewith.

6. WITHDRAWAL OF BIDS

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. When contract approval is required by another agency, such as the Federal Government or the State of Illinois, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days.

7. ERRORS IN BIDS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the respondent in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, unit prices will govern.

8. ADDENDA

- A. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be rejected.
- B. Addenda information is available over the internet at: [City of Evanston Notices to Bidders](#) or www.demandstar.com, or by contacting the Purchasing Office.

9. RESERVED RIGHTS

The City of Evanston/Evanston Public Library reserves the right at any time and for any reason to cancel his or her solicitation, to accept or reject any or all bids or any portion thereof, or to accept an alternate response. The City reserves the right to waive any immaterial defect in any response. The City may seek clarification from any respondent at any time, and failure to respond within a reasonable time period, or as otherwise directed, will be cause for rejection.

10. AWARD

It is the intent of the City to award a contract to the lowest responsible Bidder meeting specifications. The City reserves the right to determine the lowest

responsible Bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interest of the City. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidder's shall promptly notify the City of any ambiguity, inconsistency, or error that they discover upon examination of the bidding documents. Interpretations, corrections, and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and are acknowledged in the bid.

12. INCONSISTENCIES AND OMISSIONS

These specifications and the accompanying plans, if any, are intended to include all information necessary for the work contemplated. If, by inadvertence or otherwise, the plans or specifications omit some information necessary for that purpose, the contractor shall, nevertheless, be required to perform such work at no additional cost to the City so that the project may be completed according to the true intent and purpose of the plans and specifications.

13. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing his or her bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not permit the Bidder to amend contract or to request additional compensation.

14. VERIFICATIONS OF DATA

- A. It is understood and agreed that the unit quantities given in these specifications are approximate only, and the contractor shall verify these quantities before bidding as no claim shall be made against the City on, or account of, any excess or deficiency in the same.
- B. The contractor shall have visited the premises and determined for itself, by actual observation, boring, test holes, or other means, the nature of all soil and water conditions (both above and below ground in the line of work) that may be encountered in all construction work under this contract. The cost of all such inspection, borings, etc. shall be borne by the contractor, and no allowance will be made for the failure of the contractor to estimate correctly the difficulties attending the execution of the work.

15. SPECIFICATIONS

Reference to brand names and numbers is meant to be descriptive, not restrictive,

unless otherwise specified. Bids on equivalent items will be considered, provided the Bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specifies otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an “equal.” The City reserves the right to determine whether a substitute offer is equivalent to, and meets the standard of quality indicated by the brand name and number.

16. SAMPLES

When samples of items are called for by the specifications, samples must be furnished free of expense, and if not destroyed in the evaluation process will be returned at the Bidder’s expense upon request. Request for the return of samples must accompany the sample and must include a UPS/Fed-Ex Pickup Slip, postage, or other acceptable mode of return. Individual samples must be labeled with Bidder’s name, invitation number, item reference, manufacturer’s brand name and number.

17. REGULATORY COMPLIANCE

Each Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State, and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture, or use for their intended purpose of said goods or services. Each Bidder must furnish a “Material Safety Data Sheet” in compliance with the Illinois Toxic Substances Disclosure to Employees Act when required.

18. PRICING

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, materials or service costs, patent royalties, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

19. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

20. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City’s destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller’s warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

21. BIDS AND PLAN DEPOSITS

- A. When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of cash, a certified check, or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of Evanston/Evanston Public Library. Bid Bonds are also acceptable. All bids not accompanied by a bid deposit, when required, will be rejected.
- B. The City will return the bid deposits of all but the 3 lowest qualified Bidders, whose deposit will be held until contract award or at the expiration of the sixty-day or ninety-day period for bid award.
- C. The bid deposit of the successful Bidder will be retained until contract documents have been executed and the Contractor has submitted all the required information. Failure to comply with the terms of this specification may be cause for forfeiture of said deposit.
- D. When required, plan deposits will be refunded should the plans be returned in good condition within 10 days of the bid opening.

22. DISPUTES

Any dispute concerning a question of fact arising under this bid shall be decided by the Purchasing Specialist, who shall issue a written decision to the Bidder. The decision of the Purchasing Specialist shall be final and binding.

23. CATALOGS

Each Bidder shall submit, when requested by the Purchasing Specialist, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished.

24. TAXES

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

25. PERMITS & FEES

All Bidders awarded a contract must secure and pay for any licenses required by the City of Evanston/Evanston Public Library. Necessary building permits will be required, but all permit fees will be waived and moneys for same must not be included in any bid.

26. ROYALTIES & PATENTS

Seller must pay all royalties and license fees. Seller must defend all suits or claims for infringement of any patent, copyright or trademark rights, and must hold the City harmless from loss on account thereof.

27. LOCAL PREFERENCE POLICY

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

28. POWER OF ATTORNEY

An Attorney-In-Fact, who signs any and all of the bond or contract bonds submitted with this bid, must file with each bond a certified and effectively dated copy of their Power of Attorney. These dates should be the same or after the date of the contract.

29. WARRANTY

- A. The contractor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.
- B. The contractor warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of one (1) year from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.
- C. The contractor warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective kind, free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.
- D. The contractor shall repair or replace any item or component part thereof found not to be in conformity with this paragraph provided the City notified the Seller of such nonconformity within one (1) year after initial use or within eighteen (18) months after delivery, whichever occurs first. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, the City may undertake or complete such replacement or repair for Seller's account, and the seller will be responsible for any additional costs. Acceptance shall not relieve the seller of its responsibility.

30. INCURRED COSTS

The City will not be liable for any costs incurred by Bidders in replying to this invitation for bids.

31. VARIANCES

Each Bidder must state or list by reference any variations to specifications, terms and/or conditions set forth herein with its bid.

32. INDEMNIFICATION

- A. The awarded Bidder/Contractor 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 Contractor or Contractor's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.
- B. 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 Contractor shall be liable for the reasonable 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.*
- C. At the City Corporation Counsel's option, Contractor 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 Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor 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.
- D. To the extent permissible by law, Contractor 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 Contractor that may be subject to the Illinois 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.

- E. The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.
- F. All provisions of this Section 32 shall survive completion, expiration, or termination of this Agreement.

33. DEFAULT

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

34. GOVERNING LAW

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

35. EQUAL EMPLOYMENT OPPORTUNITY

- A. In the event of the contractor's noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the contractor may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City of Evanston, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute or regulation.
- B. During the performance of this contract, the contractor agrees as follows:
 - 1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Contractor shall comply with all requirements of City of Evanston/Evanston Public Library Code Section 1-12-5.
 - 2. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

3. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.
7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance sub-contract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply sub-contract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its sub-contractors; and further it will promptly notify the

contracting agency and the Illinois Fair Employment Practices Commission in the event any sub-contractor fails or refuses to comply therewith. In addition, no contractor will utilize any sub-contractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

36. M/W/EBE GOAL

The City of Evanston/Evanston Public Library has a goal of awarding 25% of its contracts to Minority-Owned, Women-Owned, and Evanston-based businesses (M/W/EBEs). All Bidders must state the proposed involvement of M/W/EBEs in completing a portion of the services required by the City by completing the attached M/W/EBE forms. Any questions regarding M/W/EBE compliance should be submitted in writing to Tammi Nunez, Purchasing Manager at tnunez@cityofevanston.org.

37. LOCAL EMPLOYMENT PROGRAM REQUIREMENTS

In an effort to increase hiring of economically disadvantaged Evanston residents on certain City construction projects, the contractor shall comply with the provisions of the City of Evanston's/ Evanston Public Library's Local Employment Program Ordinance (LEP) set forth in Section 1-17-1 (C) of the Evanston City Code. The intent of the LEP is to have Evanston residents employed at the construction site as laborers, apprentices and journeymen in such trades as electrical, HVAC, carpenters, masonry, concrete finishers, truck drivers and other construction occupations necessary for the project. Any questions regarding LEP compliance should be submitted in writing to Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

[NOTE: CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM \(LEP\) available on the City website at: Ordinance 60-O-14 Amendment LEP](#)

38. Questions

All questions related to this bid document should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to John Devaney, at jdevaney@cityofevanston.org. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids, will be given any consideration.

39. COORDINATION OF EXISTING SITE WITH DRAWINGS

- A. Before submitting a bid, bidders shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations.
- B. Should a bidder find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, the bidder should at once notify the Purchasing Specialist, who will issue necessary instructions to all bidders

in the form of an addendum.

40. AFFIRMATIVE ACTION IN SUB-CONTRACTING (EXCERPT FROM RESOLUTION 59-R-73)

“Contractor agrees that he shall actively solicit bids for the sub-contracting of goods or services from qualified minority businesses. At the request of the City, Contractor shall furnish evidence of his compliance with this requirement of minority solicitation.

Contractor further agrees to consider the grant of sub-contracts to said minority bidders on the basis of substantially equal bids in the light most favorable to said minority businesses. Contractor further affirms that in obtaining his performance and bid bonds, he will seek out and use companies who have records of, and/or who will make commitments to, the bonding of minority contractors on a rate basis comparable to their bonding of similar non-minority contractors. The contractor may be required to submit this evidence as part of the bid or subsequent to it.”

41. COMPLIANCE WITH LAWS

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

42. QUALIFICATION OF BIDDERS

- A. All bidders must be qualified in accordance with the instructions, procedures and methods set forth in this specification.

- B. In awarding contract, City may take into consideration, skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work being carried on by bidder, quality and efficiency of construction equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet requirements mentioned above may be cause for rejection of the bid. In addition, if the project covered by this contract is a minority set-aside project, the contractor's qualifications as a minority firm will determine the eligibility of the contractor to bid.

43. COMPETENCY OF BIDDER

- A. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Evanston/Evanston Public Library upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

- B. The bidder, if requested, must present within forty eight (48) hours evidence satisfactory to the Purchasing Manager of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

44. PREFERENCE TO CITIZENS

The Contractor shall abide by the Illinois Preference Act, 30 ILCS 570 et seq., which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

GENERAL CONDITIONS

1. BASIS OF AWARD

The City of Evanston/Evanston Public Library reserves the right to award a contract to a responsive and responsible Bidder(s) who submits the lowest total bid, or to reject any or all bids and bidding, when in its opinion the best interest of the City will be served by such action. The City reserves the right to consider the specified alternates in its evaluation of the bids.

2. BIDS

A. UNIT PRICE BID

1. The Bidder is to submit a unit price bid for each bid line on the Bid Form which includes all costs incidental to performing the specified work.
2. It is understood and agreed that the unit quantities given in the supporting pages are approximate only and the Bidder shall verify these quantities before bidding as no claim shall be made against the City on account of any excess or deficiency in the same.
3. Unit prices given in the supporting pages shall be used by the Owner and the Contractor for any subsequent changes in the contract.
4. The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities multiplied by the unit prices bid for each item. The unit prices submitted herewith is for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

3. QUANTITIES

Any quantities shown on the Bid Form are estimated only for bid canvassing purposes, the City has made a good faith effort to estimate the quantity requirements for the Contract term. The City reserves the right to increase or decrease quantities ordered under this contract.

4. CONTRACT TERM

Bidder must fully complete the work within the period specified herein after award of the contract by the City.

5. NOTICE TO PROCEED/ PURCHASE ORDER/ CONTRACT

- A. The City issued Purchase Order serves as the City official Notice to Proceed. No work will be allowed prior to Contractor receipt of the City issued Purchase Order.

- B. Upon approval of the required bonds and insurance documents, the City will issue a Purchase Order to the Contractor for the contract amount. All Applications for Payment must reference the Purchase Order number.
- C. When it is necessary to issue a Change Order that increases/decreases the contract amount, a Change Order form will be issued and a modified Purchase Order will be issued reflecting the revised contract amount.
- D. When it is necessary to issue a Change Order that only increases/decreases the contract period, only a Change Order form will be issued establishing the revised contract period.
- E. Upon Award the contractor shall execute the Contractor Services Agreement.

6. PAYMENT

- A. Progress payments will be made in accordance with “Applications for Payment” and “Project Closeout” sections of the specifications, less a 10% retainage for each payment, which will be held until final acceptance of the work by the City. Certification of each Application for Payment will be made by the City’s representative.
- B. All payments will be made in accordance with *Illinois Local Government Prompt Payment Act*.

7. DECISIONS TO WITHHOLD CERTIFICATION FOR PAYMENT

- A. The City may not certify payment and may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, if the quality of the work is not in accordance with the contract documents. If the City is unable to certify payment in the amount of the invoice, the City will promptly issue payment for the amount of the Work completed in accordance with the contract documents. The City may not certify payment due to any contractor negligence or contract non-compliance.
 - a. Defective work not remedied
 - b. Third party claims filed or reasonable evidence indicating probable filing of such claims
 - c. Failure of Contractor to make payments properly to Sub-contractors for labor, materials or equipment
 - d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum
 - e. Damage to the City or another contractor
 - f. Reasonable evidence that the work will not be completed within the Contract period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
 - g. Persistent failure to carry out work in accordance with the Contract Documents.

8. CHANGES IN WORK (Delete D. if Lump Sum Bid)

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

9. DEDUCTION FOR UNCORRECTED WORK

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

10. CITY'S RIGHT TO TERMINATE CONTRACT

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

11. LIENS

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

12. SEPARATE CONTRACTS

- A. The City reserves the right to let other contracts in connection with this work. The contractor shall afford other contractors reasonable opportunity for the introduction

and storage of their materials and the execution of their work and shall properly connect and coordinate his or her work with theirs. If any part of the contractor's work depends on proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His or her failure to so inspect and report shall constitute an acceptance of other contractor's work as fit and proper.

- B. To insure the proper execution of his or her subsequent work, the contractor shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the drawings which will affect his or her work.

13. PROTECTION & SAFEGUARDS

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

14. MATERIAL STORAGE

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

15. CLEANING UP

- A. The contractor shall at all time keep the premises free from accumulation of waste material or rubbish caused by its employees or work and at the completion of the work it shall remove all its rubbish, tools, and surplus materials from the premises, leaving the area in a neat and workmanlike condition. In case of dispute, the City may remove the rubbish and charge the cost to the contractor.
- B. Contractor recognizes that proper cleanup and removal of construction debris is an important safety consideration. The Contractor shall be solely responsible for daily construction site/area cleanup and removal of all construction debris in accordance with City-approved disposal practices. Contractor shall be solely responsible for identifying and removing at its expense all hazardous material and waste which it

uses and generates.

16. RESTORATION OF SITE

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

17. PREVAILING WAGE

- A. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bids/bids in strict compliance therewith.
- B. **Effective September 1st - All work performed on new and existing projects must be submitted to Illinois Department of Labor through the certified transcript of payroll portal.** You may access the portal here: [Certified Transcript of Payroll Portal](#)

All contractors and sub-contractors on public works projects **must submit and upload certified payrolls** on a monthly basis to the **IDOL** online portal, provide a pdf copy to the City's project manager and business work force development coordinator, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records her or she knows to be false is a Class B misdemeanor.

- C. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
- D. All certified payrolls shall be submitted in electronic format, preferably a PDF file.
- E. As a condition of receiving payment, Contractor must (i) be in compliance with the

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

18. CONTRACTOR REQUIREMENTS

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

19. SUB-CONTRACTORS

- A. The term "sub-contract" means any agreement, arrangement or understanding, written or otherwise between a Contractor and any person (in which the parties do not stand in the relationship of an employer or an employee) for the furnishing of

supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more Contracts under which any portion of the Contractor's obligation under any one or more Contracts is performed, undertaken or assumed.

- B. The Bidder is specifically advised that any person, firm or party, to whom it is proposed to award a sub-contract under this contract must be acceptable to the City. Approval for the proposed sub-contract Award cannot be given by the City until the proposed Sub-contractor has submitted evidence showing that it has fully complied with any reporting requirements to which it is, or was, subject.
- C. The contractor, shall, within ten (10) days after award of the Contract, submit to the City in writing, names and addresses and respective amounts of money for proposed contracts with Sub-contractors/major suppliers. The City will review and may direct the Contractor that they shall not employ any that are not acceptable as provided above.
- D. The sub-contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities.

20. PAYMENTS TO SUB-CONTRACTORS

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

21. BOND – PERFORMANCE, MATERIAL, & LABOR

- A. When required by the specifications herein, the successful Bidder or Bidders shall, within ten (10) calendar days after acceptance of the Bidder's bid by the City, furnish a performance bond for 100% of the full amount of the contract from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company's rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+ level during performance of the contract, it will be the contractor's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements.
- B. When required by the specifications herein, all Bidders shall submit with the bid a bid bond. A letter of credit may be furnished in lieu of a bid bond only if the following conditions are met: 1) An irrevocable letter of credit must be obtained from an accredited bank which shall include an agreement that the bank will honor a demand by the City for payment due to Plaintiff failure to complete the project. 2) An irrevocable letter of credit must be in writing and signed by an authorized representative of the bank. 3) The irrevocable letter of credit must expressly state that it is irrevocable until the bid has been awarded. 4) The letter of credit must be for the percentage specified in the bid documents.
- C. The City may reject the use of an irrevocable letter of credit if the financial soundness of the issuing bank is found to be unacceptable.
- D. In the event that the Bidder fails to furnish a performance bond in said period of ten (10) calendar days after acceptance of the Bidder's bid by the City, the City may withdraw its acceptance of the bid and retain the Bidder's deposit as liquidated damages and not as a penalty.
- E. If the contractor has more than one project for which there is a contract with the City of Evanston/Evanston Public Library the contractor shall provide a separate Performance Bond for each project.

22. INDEMNITY

- A. The Contractor shall defend, indemnify and hold harmless the City/Public Library 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 Contractor or Contractor's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

- B. 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 Contractor shall be liable for the reasonable 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.*
- C. At the City Corporation Counsel's option, Contractor 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 Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor 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.
- D. To the extent permissible by law, Contractor 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 Contractor 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 Worker Compensation Act, the Illinois Pension Code or any other statute.
- E. The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

23. CONTRACTOR'S LIABILITY INSURANCE

- A. THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL THEY HAVE OBTAINED ALL INSURANCE REQUIRED HEREIN AND SUCH INSURANCE HAS BEEN APPROVED BY THE CITY. Nor shall the contractor allow any sub-contractor to commence work until all similar insurance required of the sub-contractor has been so obtained.
- B. The City of Evanston/Evanston Public Library shall be named as an additional insured on the policy of the contractor for whatever the policy limits are for the contractor, but in no event shall the Comprehensive General Liability limits be less than \$3,000,000.00.

- C. If the contractor has more than one project for which he has a contract with the City of Evanston/Evanston Public Library there shall be separate Certificates of Insurance naming the City as an additional insured on each separate policy.
- D. In the event of accidents, injuries, or unusual events, whether or not any injury occurred, the contractor shall promptly furnish the City/Evanston Public Library with copies of all reports of such incidents.
- E. The contractor shall furnish one (1) copy of a certificate, with the City/Evanston Public Library named as an additional insured, showing the following minimum coverage with insurance company acceptable to the City.

24. PRE-CONSTRUCTION MEETING

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

25. LIQUIDATED DAMAGES

- A. The Contractor must commence work within 10 days of notice from the City and the work must be completed by 06/01/2023. In the event the work is not substantially completed by 06/01/2023, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of \$ **Five hundred Dollars** per day for each calendar day beyond those dates, until substantial completion of the work has been achieved. This payment is for liquidated damages, in addition to any other damages that may be incurred by the City, and not as a penalty. All such liquidated damages may be set-off against any moneys that may be due the contractor.
- B. Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its intended use. Substantial Completion will be certified by the issuance of a Certificate of Substantial Completion, to be issued by the City's representative, when the Contractor has satisfied the above statement and billed the City for a minimum of 90% of the total value of the work.

26. EXTENSION OF TIME

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

27. DEFAULT

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

28. USE OF PREMISES

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

29. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

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

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

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

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

INSURANCE REQUIREMENTS

<u>TYPE OF INSURANCE</u>	<u>MINIMUM</u>	<u>INSURANCE</u>	<u>COVERAGE</u>
	Consequent Death		Bodily Injury and Property Damage
	Each Occurrence		Aggregate
Commercial General Liability including:	\$3,000,000		\$3,000,000
1. Comprehensive form			
2. Premises - Operations			
3. Explosion & Collapse Hazard			
4. Underground Hazard			
5. Products/Completed Operations Hazard			
6. Contractual Insurance – With an endorsement on the			
face of the certificate that it includes the "Indemnity" paragraph of the specifications.			
7. Broad Form Property Damage - construction projects only			
8. Independent contractors			
9. Personal Injury			
Automobile Liability Owned, Non-owned or Rented	\$ 1,000,000		\$1,000,000
Workmen's Compensation and Occupational Diseases As required by applicable laws. Employer's Liability			\$ 500,000

**Insurance Certificate Must State:
The City Of Evanston/Evanston Public
Library is Named
as Additional Insured**

Thirty day notice of cancellation required on all certificates.

COST SHEET

Item	Description/ Model	Unit	Base Bid Quantity	Add Cost	Deduct Cost
1	40K 120-277V DIM. CR8RLMCCT	\$127.32	564	\$71,807.07	
2	4000K TLED Type A/C - 565606 w/	\$140.34	381	\$53,467.64	
3	PLENUM RATED. 114066 - EVOKIT	\$298.45	253	\$75,507.85	
4	Philips 8.9W 4000K TLED Type A/C -	\$63.23	218	\$18,798.79	
5	27CC/LED/840/ND E26 G2 BB 6/1	\$99.57	121	\$12,047.73	
6	Philips 8.9W 4000K TLED Type A/C -	\$64.54	121 (172)	\$11,101.12	
7	8.8A19/PER/940/P/E26/DIM 6/1FB	\$12.05	20	\$241.05	
8	476515: 14T5HE/46-840/IF21/G/DIM	\$172.29	38	\$6,546.95	
9	40K 120-277V DIM. CR10RLMCCT	\$184.15	26	\$4,787.90	
10	467142: 24T5 LED/HO/48-4000 IF	\$363.78	12	\$4,365.35	
11	8.5T8/MAS/36-840/IF14/P 10/1 w/	\$76.63	10	\$766.32	
12	LPW16-50-NW-G3-3-120-PCB-BZ	\$320.04	6	\$1,920.24	
13	Trim Kit (Indoor/Outdoor: 40K) 120-	\$222.25	5	\$1,111.25	
14	RRW600UTC	\$75.12	5	\$375.60	
15	467142: 24T5 LED/HO/48-4000 IF	\$186.47	2	\$372.95	
16	LCN1840/05	\$13.94	2	\$21.95	
17	Specialty Lift - reaching 50ft +	\$0	1	\$0	

ComEd Incentive
Deduct Cost:
\$58,239.75

Total Add Cost + Deduct
Cost - \$205,000.00

EXHIBIT A – BID FORM
For
MAIN LIBRARY LED LIGHTING UPGRADE

(BID #23-06)

1.01 BID TO:

THE CITY OF EVANSTON/EVANSTON PUBLIC LIBRARY
2100 Ridge Avenue
Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

Verde Energy Efficiency Experts

(Hereinafter call "BIDDER")

5328 N Northwest Hwy, Chicago, IL 60630

Address

(773) 413-9587

Telephone Number

n/a

Fax Number

1.03 BID FOR: **MAIN LIBRARY LED LIGHTING UPGRADE**

1.04 ACKNOWLEDGEMENT:

A. The Bidder, in compliance with the Invitation for Bids, having carefully examined the Drawings and Project Manual with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby PROPOSES to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the Project in accordance with all the plans, specifications and

related Contract Documents as prepared by the City of Evanston/Evanston Public Library.

- B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No.	<u>1</u>	Dated	<u>3/7/23</u>
Addendum No.	<u> </u>	Dated	<u> </u>
Addendum No.	<u> </u>	Dated	<u> </u>

1.05 GENERAL STATEMENTS

- A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
- B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.
- C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
- D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.
- E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.
- F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

- A. When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.

1.07 ALLOWANCE

- A. The allowance is general and should be used in the event that any unforeseen condition is discovered. After discovering the unforeseen condition, the contractor shall submit a Found Condition Report (FCR) and an Authorization to Use Allowance (AUA) to the Consultant. The Consultant will then notify the Owner and both the Owner and the Consultant will view the unforeseen condition to determine if the work will be authorized. Under no circumstances shall the contractor move forward with the work in question nor shall the contractor expend allowance without an approved AUA. At the end of the project, unspent allowance shall be credited to owner via change order.

1.08 AGREEMENT

- A. In submitting this Bid, the undersigned agrees:
 - 1. To hold this Bid open for sixty (60) days from submittal date.
 - 2. To enter into and execute a Contract with the Owner within ten (10) days after receiving Notice of Award from the Owner.
 - 3. To accomplish the work in accordance with the Contract Documents.
 - 4. To complete the work by the time stipulated in the General Conditions
- B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.09 SCHEDULE

- A. See General Conditions for required schedule of completion dates.

1.10 PROPOSED PRICES

- A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

BASE BID AMOUNT:	\$ <u>205,000.00</u>
ALLOWANCE (ADDITIONAL WORK – GENERAL):	\$ <u>10%</u>
TOTAL BASE BID AMOUNT:	\$ <u>225,500.00</u>

1.11 UNIT PRICING LIST

The undersigned submits the following UNIT PRICING LIST to be performed as shown on the Plans and/or described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required

to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. In the event of a change to the contract the contractor shall be limited to markup percentages as indicated in Section 01028, 1.05, A. Bidders shall examine plans and determine actual work items and quantities for the work involved for bid analysis by the Owner.

SEE ATTACHED SHEET

Item	Description	Unit	Base Bid Quantity	Add Cost *	Deduct Cost **
1	TO BE COMPLETED BY CONSULTANT	XX	XX	\$	\$

* Add costs to be provided by Bidder

** Deduct costs to be provided by Bidder

1.12 BID SECURITY

If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

- A. The City of Evanston Civic Center is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number.
- B. Accompanying this electronic submittal is a scanned copy of a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston/Evanston Public Library.

The amount of the check or draft is: \$ 14,280.10*

If this bid is accepted and the undersigned shall fail to execute a contract and contract bond as required it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract

*please note this is 5% of the total base bid amount before ComEd incentive

bond; otherwise said check or draft shall be returned to the undersigned.

In the event that one check or draft is intended to cover two or more bids, the amount must be equal to the sum of the project proposal guarantees of the individual sections covered.

If the check or draft is placed on another project proposal, state below where it may be found, as follows: The check or draft will be found in the project proposal for: _____ in this document - see exhibit I additional information

1.13 PERFORMANCE/PAYMENT BOND

The undersigned bidder agrees to provide Performance Bond and Payment Bond executed in accordance with Contract Performance Bond form furnished by and acceptable to the Owner written with _____ ~~The Cincinnati Insurance Company~~ _____

in the amount of 100% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

Cost of bond for change order is 0% percent of change order cost.

1.14 LIQUIDATED DAMAGES

The undersigned Bidder understands and agrees to the provisions stated under "LIQUIDATED DAMAGES" in the General Conditions and shall be assessed at the specified daily rate for each calendar day or partial calendar day until completion as defined herein.

1.15 MATERIAL SUBSTITUTION SHEET

The following is a schedule of substitute materials I propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitution below will be indicated prior to signing of Contracts.

<u>PRODUCT NAME AND/OR MANUFACTURER</u>	<u>ADD</u>	<u>DEDUCT</u>
---	------------	---------------

NO SUBSTITUTIONS

1.16 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: James Johnson
James Johnson (Mar 13, 2023 12:44 CDT)

SUBSCRIBED AND SWORN to before me this 13 day of March, 2023

Rocio Hendricks
Notary Public



Commission Expires: 8-17-2024

B. PARTNERSHIP n/a
Signature of All Partners: _____

Name (typed or printed)

Name (typed or printed)

SUBSCRIBED AND SWORN to before me this ____ day of ____, 20__

Commission Expires: _____

Notary Public

C. CORPORATION n/a
Signature of Authorized Official: _____

Title: _____

Name above (typed or printed): _____

(If other than the president, attach a certified copy of that section of corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the Corporation.)

(Corporate Seal)

Attest: _____
Secretary

SUBSCRIBED AND SWORN to before me this ____ day of ____, 20__

Commission Expires: _____

Notary Public

1.17 DISCLOSURE

- A. The undersigned duly sworn deposes and says on oath that the bidder has withheld no disclosures of ownership interest and the information provided herein to the best of its knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

Bidder: Verde Energy Efficiency Experts
Business Address: 5328 N Northwest Hwy, Chicago, IL 60630

Telephone Number: 773-413-9587

1.18 CONTACTS

- A. In the event the Evanston City Council approves this bid response, list the name, address, telephone, and fax number of the person to be contacted:

Bidder: Alisa Hansen, Principal Analyst
Address: 5328 N Northwest Hwy, Chicago, IL 60630

Telephone Number: 779-706-1679
Fax Number: n/a

1.19 REFERENCES

A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. Name: Oak Park Public Library
Address: 834 Lake St, Oak Park, IL 60301
Contact Person: Jeremy Adrykowski or Matt Bartodziej
Phone: 708.697.6918
Contract Value: in total - \$123,146.15
Contract Dates: multiple phases done between 2020 and 2023 and still in progress
2. Name: Des Plaines Public Library
Address: 1501 Ellinwood St, Des Plaines, IL 60016
Contact Person: Blake Kindl
Phone: 847-376-2781
Contract Value: \$210,044.53
Contract Dates: December 2019
3. Name: Gail Borden Public Library
Address: 270 North Grove Avenue, Elgin, IL 60120
Contact Person: Dave Considine
Phone: 847-429-597
Contract Value: in total - \$185,440.88
Contract Dates: multiple phases done between 2018-2022

EXHIBIT B

City of Evanston M/W/EBE Policy

A City of Evanston/Evanston Public Library goal is to provide contracting and sub-contracting 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/Library must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If 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 was 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 Sub-contractor listed to meet the M/W/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWEBE Monthly Utilization Report](#)).

EXHIBIT C

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

n/a

_____ (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 \$ n/a

Amount to be performed by a M/W/EBE \$ 0

Percentage of work to be performed by a M/W/EBE 0 %

Information on the M/W/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

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

- | | |
|--|--|
| <input type="checkbox"/> Cook County | <input type="checkbox"/> State Certification |
| <input type="checkbox"/> Federal Certification | <input type="checkbox"/> Women's Business Enterprise National Council |
| <input type="checkbox"/> City of Chicago | <input type="checkbox"/> Chicago Minority Supplier Development Council |

2. Attach business license if applying as an EBE

EXHIBIT C

M/W/EBE UTILIZATION SUMMARY REPORT

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

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

EXHIBIT D

M/W/EBE PARTICIPATION WAIVER REQUEST

I am Principal Analyst of Verde Energy Efficiency Experts, and I have authority to
(Title) (Name of Firm)

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

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

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

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

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

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

 3. No sub-contracting opportunities exist.

Please provide a written explanation of why sub-contracting 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 100% of the 25% utilization goal for a revised goal of 0 %.

Signature: Alisa Hansen
(Signature)

Date: 03 / 10 / 2023



Supporting Documentation for Exhibit D

There are no subcontracting opportunities for this lighting project because Verde Energy Efficiency Experts has its own staff of ICC-certified technicians. 72% of Verde's in-house lighting installers are people of color (POC). In total, 44% of all Verde employees are POC and about 24% of all Verde employees are female, working in a very male-dominated field. The lead analyst on the Evanston Public Library project is a woman. Verde makes stringent efforts to employ and train technicians from low-income or underprivileged community backgrounds in the greater Chicagoland area.

03 / 13 / 2023

Alisa Hansen

Created by:

Alisa Hansen Verde Energy Efficiency Experts

Prepared for:

City of Evanston/ Evanston Public Library

EXHIBIT E

Construction Contractors' Assistance Organizations (“Assist Agencies”) Form

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

PLEASE NOTE: Use of Construction Contractor’s Assistance Organization (Assist Agencies”) Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

EXHIBIT F

CITY OF EVANSTON LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE

Effective Date January 1, 2015

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

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

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

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

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

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

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

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

EXHIBIT F

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

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

Estimated total labor cost = \$ n/a 15% of total labor cost = \$ n/a

- My total bid, including all alternates, is under \$250,000, and the LEP does not apply.
- My total bid, including all alternates, is equal to or greater than \$250,000, and I already employ, and will continue to employ for the duration of the contract for which I am submitting this bid, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- My total bid, including all alternates, is equal to or greater than \$250,000, and I will employ, for the duration of the contract for which I am submitting this bid, through use of the City of Evanston/Evanston Public Library database or otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- My total bid, including all alternates, is equal to or greater than \$250,000, and I have been unable to comply with the LEP requirements but am willing to work with the City to achieve compliance.
- My total bid, including all alternates, is equal to or greater than \$250,000, and after having made sincere attempt to comply as noted below, I seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section “Reasons for Waiver Request” below.

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

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

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

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

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

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

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

SIGNED: Alisa Hansen Alisa Hansen 03 / 10 / 2023
Signature Printed Name and Title Date

On behalf of Company: Verde Energy Efficiency Experts

EXHIBIT G

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

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

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

CERTIFICATION OF BIDDER

Verde Energy Efficiency Experts, 5328 N Northwest Hwy, Chicago, IL, 60630

Name and Address of Bidder (Include ZIP Code)

IRS EMPLOYER I.D. NUMBER 36-_____ 27-2999126

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

Name: Alisa Hansen

Title: Principal Analyst

Signature: Alisa Hansen

Date: 03 / 10 / 2023

EXHIBIT H

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: Verde Energy Efficiency Experts

APPLICANT ADDRESS: 5328 N Northwest Hwy, Chicago, IL 60630

TELEPHONE NUMBER: 773-413-9587

FAX NUMBER: n/a

APPLICANT is (**Check One**)

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

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

SECTION I - CORPORATION

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

n/a

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

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

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

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.

March 13, 2023
Date

James Johnson
James Johnson (Mar 13, 2023 12:44 CDT)

Signature of Person Preparing Statement

CEO and Founder
Title

ATTEST: 
Notary Public

(Notary Seal)

Commission Expires: 8-17-2024



EXHIBIT I

ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: Main Library LED Lighting Upgrade

Bid/Proposal Number #: 23-06

Company Name: Verde Energy Efficiency Experts

Contact Name: Alisa Hansen

Address: 5328 N Northwest Hwy

City, State, Zip: Chicago, IL 60630

Telephone/FAX: # 773-413-9587

E-mail: alisa@verde.expert; projects@verde.expert

Comments: _____

see additional comments on the following page



Supporting Documentation for Exhibit I

- As a courtesy to the library, and to show what an honor it would be to be the selected lighting vendor, Verde is waiving all fees for recycling associated with the project, as well as waiving of the specialty lift fee, all admin related fees, extended 3 year warranty fee, and lighting sensor commissioning fees.
- Verde has held L3C (low-profit, low liability company) standing for the last 13 years. The L3C standing is for businesses created primarily for charitable purposes, in our case, Verde was built on the mission of sustainability. All of Verde's work must fall into the mission of reducing energy usage and furthering sustainability for the greater Chicagoland communities.
- Verde is a company of 25 employees, 44% of which are people of color (POC) and 24% of which are women.
- Verde is a sole ownership owned by Jamie Johnson at the address stated in Exhibit I.
- Verde is local and works solely in the Chicagoland area.
- Verde has worked with more Chicagoland libraries than any other contractor in the ComEd program
- Verde has won the best and most comprehensive ComEd energy efficiency service provider award for many years
- The bid bond is attached directly following this supporting documentation.

03 / 13 / 2023

Alisa Hansen

Created by:

Prepared for:

Alisa Hansen Verde Energy Efficiency Experts

City of Evanston/ Evanston Public Library

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Verde Sustainable Solutions L3C dba Verde Energy Efficiency Experts
1801 W Berteau Ave Ste 202
Chicago, IL 60613

OWNER (Name, legal status and address):

CITY OF EVANSTON
2100 RIDGE AVE
EVANSTON, IL 60201

BOND AMOUNT:

5% of bid

PROJECT (Name, location or address, and Project number, if any):

Main Library LED Lighting Upgrade.

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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 the 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 14 day of March, 2023

Verde Sustainable Solutions L3C dba Verde Energy Efficiency Experts

(Principal)

(Seal)

(Witness)

(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

(Witness)

(Title) Power-of Attorney

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jessica Hileman, Craig Swanson, Corey Rentz,

of Lake Zurich, IL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice-President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stephan A. Denton

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 14th day of March, 2023



Scott R. Bolter

Assistant Secretary

EXHIBIT J

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

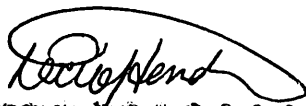
The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston/Evanston Public Library, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq*, and as amended by Public Acts 86-799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

Name of Contractor: Verde Energy Efficiency Experts

By: James Johnson

By: State of ILLINOIS, County of LAKE

Subscribed and sworn to before me this 13th day
of March, 2023.



Notary Public

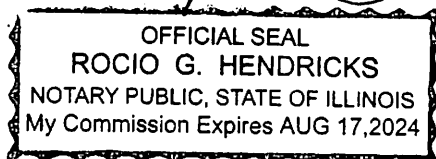


EXHIBIT K

MAJOR SUB-CONTRACTORS LISTING

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

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

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

(Attach additional sheets as required)

END OF SECTION

EXHIBIT L

CONFLICT OF INTEREST

Verde Energy Efficiency Experts

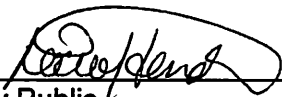
_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Bidder, its owners and employees and any official or employee of the City of Evanston.

Bidder 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.

Jamie Johnson, Founder/CEO of Verde Energy Efficiency Experts

(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 13 day of March, 2023



Notary Public

(Notary Seal)

Commission Expires: 8-17-2024

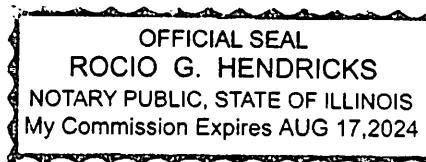


Exhibit N

Contractor Services Agreement Acknowledgement Page

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

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

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

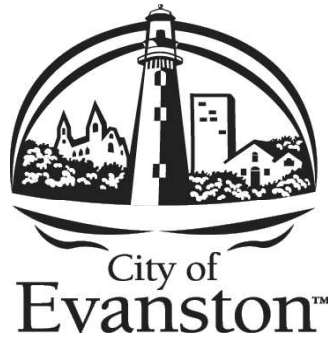
*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

Authorized Signature: Alisa Hansen **Company Name:** Verde Energy Efficiency Experts

Typed/Printed Name and Title: Alisa Hansen Principal Analyst **Date:** 03 / 10 / 2023

Exhibit N



CONTRACTOR SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for
MAIN LIBRARY LED LIGHTING UPGRADE

(BID #23-06)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into 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 Contractor name here]*, with offices located at *[Insert Contractor address here]*, (hereinafter referred to as the “Contractor”). Compensation (the “Compensation”) for all basic services provided by the Contractor pursuant to the terms of this Agreement shall not exceed *[\$Insert fee here]*.

Revision March 2020

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RECITALS

WHEREAS, the City intends to retain the services of a qualified and experienced contractor for the following:

[Insert whatever project specific background and language is appropriate]

WHEREAS, this Agreement shall include the following documents which are attached hereto:

- a) City of Evanston **Bid 23-06**, attached as Exhibit A.
- b) Contractor's response to **Bid 23-06**, attached as Exhibit B.
- c) Any sub-contractor sub-contracts related to this Agreement, attached as Exhibit C.
- d) Project Fee Schedule and hourly rates, attached as Exhibit D *(if appropriate)*.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1 Services and Duties of the Contractor

1.1 The Contractor shall perform professional services and provide equipment (the "Work") in accordance with Exhibits A, B, C and D. The Contractor retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not agent or an employee of the City. All employees and sub-contractors of the Contractor shall likewise not be considered to be employees of the City. Contractor is solely responsible for the means and methods of all work performed under the terms of this Agreement for this Project ("the Project"). Contractor is an independent Contractor 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. Contractor acknowledges and agrees that should Contractor or its sub-contractors provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement.

1.2 The Contractor warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Contractor's work and all indemnity and insurance requirements. Contractor further affirms that it has visited the Project site and has become familiar with all special conditions, if any, at the Project site. Contractor shall perform the Work and its obligations under this Agreement in accordance with and subject to the Contract Documents to the full extent that each such provision is applicable to the Work. Contractor shall take necessary precautions to properly protect the Work of others, if any, from damage caused by operations under this Agreement. In addition, Contractor shall protect the work during normal and adverse weather conditions until the Project is complete and accepted by the City, or until the Contractor has fully completed its work under this Agreement. Contractor's obligations include, but

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are not limited to, placing and adequately maintaining at or about all locations of Project work, sufficient guards, barricades, lights, and enclosures to protect the Work.

1.3 The Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.4 The Contractor shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Contractor's policies and decisions with respect to the work covered by this Agreement.

1.5 The Contractor shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City. The Contractor shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the City. The City reserves the right to require replacement of Contractor, sub-contractor, or supplier personnel for any reason. Contractor will replace the unacceptable personnel at no charge to the City. For all solicitations or advertisements placed by or on behalf of Contractor for employees for this Project it will state that the Contractor is an Equal Opportunity Employer.

1.6 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 Contractor's control, the Contractor 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 Contractor shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records, or part thereof, is applicable. Contractor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Contractor 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.

1.7 The Contractor shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. The Contractor may, upon request of the City, submit to the City a draft sub-contractor agreement for City review and approval prior to the execution of such an agreement. Any previously entered into sub-contractor agreement(s) are attached as Exhibit C. If the Contractor sub-contracts any of the services to be performed under this Agreement, the sub-contractor 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 Contractor shall

be responsible for the accuracy and quality of any sub-contractor's work.

1.8 The Contractor 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. Contractor 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.

1.9 The Contractor acknowledges that it shall enforce and comply with all applicable Occupational Safety and Health Administration standards (OSHA) for this Project in effect as of the date of the execution of this Agreement, or as otherwise promulgated by OSHA in the future taking effect during the pendency of this Project. Contractor shall enforce all such standards and ensure compliance thereto as to its own agents and employees, and as to the agents and employees of any sub-contractor throughout the course of this Project. Contractor is solely responsible for enforcing and complying with all applicable safety standards and requirements on this Project, and is solely responsible for correcting any practices or procedures which do not comply with the applicable safety standards and requirements for this Project. Any Project specific safety requirements applicable to this Project must be followed by Contractor and any sub-contractor(s) on the Project. Additionally, all such safety requirements shall be made a part of any sub-contractor agreement.

1.10 The Contractor shall submit to the City a progress report each month this Agreement is in effect. The report shall include the following items:

- a) A summary of the Contractor's project activities, and any sub-contractor project activities that have taken place during the invoice period;
- b) A summary of the Contractor's project activities and any sub-contractor project activities, that shall take place during the next invoice period;
- c) A list of outstanding items due to or from the City; and
- d) A status of the Project schedule.

1.11 The Contractor shall perform the work required under this Agreement pursuant to high quality industry standards expected by the City. The Contractor shall apply for and receive all appropriate permits before performing any work in the City. The Contractor shall also provide the appropriate permit drawings for Building Permits to be issued for the Project, if said permits are obligated by the Project. The City will assist the Contractor with obtaining the appropriate building and right-of-way permits.

1.12 The Contractor shall provide drawings of record, in the following 3 electronic formats for all locations where equipment has been installed and/or work has been performed. The electronic formats required by this Section 1.12 are Auto Cad Version 2007, ArcView and PDF.

1.13 Contractor recognizes that proper cleanup and removal of construction debris is an

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

1.14 To the extent that there is any conflict between a provision specified in this Agreement, with a provision specified in any of the other Contract Documents, as defined in Section 1.15, this Agreement shall control. The City and the Contractor may amend this Section 1.14 as provided by Section 15 herein.

The Contractor acknowledges and agrees that the City has no retained control over any of the Work done pursuant to this Agreement, and that the City is expressly exempt from the retained control exception as defined in the Restatement of Torts, Second, Section 414. This provision shall survive completion, expiration, or termination of this Agreement.

1.15 The Contract Documents for this Project consist of:

- a) This Agreement;
- b) The City's RFP/RFQ, and the plans, specifications, general conditions, drawings addenda, and modifications thereto;
- c) The Contractor's response to the RFP/RFQ/Bid;
- d) Other exhibits and schedules, if any, listed in this Agreement;
- e) Amendments or Other Contract Documents, if any; and
- f) Amendments/Modifications to this Agreement issued after execution thereof.

1.16 As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and sub-contractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

2 Standard Certifications

Contractor acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement is a material requirement and condition of this Agreement. By executing this Agreement, Contractor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to sub-contractors used on this Agreement. Contractor shall include these Standard Certifications in any sub-contract used in the performance of the Agreement.

If this Agreement extends over multiple fiscal years, Contractor and its sub-contractors shall confirm compliance with this section in the manner and format determined by the City by the date specified by the City and in no event later than January 1 of each year that this Agreement remains in effect.

If the City determines that any certification in this section is not applicable to this Agreement, it may be stricken, subject to sole approval by the City, without affecting the remaining subsections.

2.1 As part of each certification, Contractor acknowledges and agrees that should Contractor or its sub-contractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement may be void by operation of law,
- the City may void the Agreement, and
- Contractor and its sub-contractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

2.2 By signing this Agreement, the Contractor certifies that it has not been barred from being awarded a contract with a unit of State or local Government as a result of bid rigging or bid rotating or similar offense, nor has it made any admission of guilt of such conduct that is a matter of public record. (720 ILCS 5/33 E-3, E-4).

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

2.4 During the term of this Agreement, the Contractor 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.

2.5 The Contractor 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 Contractor'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.

2.6 In accordance with the Steel Products Procurement Act (30 ILCS 565), Contractor 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.

2.7 Contractor 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.

2.8 If Contractor, or any officer, director, partner, or other managerial agent of Contractor, 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, Contractor certifies at least five years have passed since the date of the conviction.

2.9 Contractor certifies that if more favorable terms are granted by Contractor 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 will be applicable under this Agreement.

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

2.11 The Contractor certifies that all Design Professionals performing the Work under this Agreement will ensure that the Project shall be designed in conformance with the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, *et seq.*, and all regulations promulgated thereunder. Design Professional means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services under the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), the Professional Engineering Practice Act of 1989 (225 ILCS 325/), the Structural Engineering Licensing Act of 1989 (225 ILCS 340/), or the Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/).

2.12 The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement. The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et. seq.*, Title VII of the Civil Rights Act of 1964, and the Illinois Prevailing

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3 Additional Services/Change Orders

3.1 If the representative of the City responsible for the Project verbally requests the Contractor to perform additional services, the Contractor shall confirm in writing that the services have been requested and that such services are additional services. Failure of the City to respond to the Contractor's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed a rejection of, and refusal to pay for the additional services. Contractor shall not perform any additional services until City has confirmed approval of said additional services in writing. If authorized in writing by the City, the Contractor shall furnish, or obtain from others, additional services of the following types, which shall be paid for by the City as set forth in Section 9 of this Agreement:

- a) Additional Services due to significant changes in scope of the Project or its design, including, but not limited to, changes in size, complexity or character of construction, or time delays for completion of work when such delays are beyond the control of the Contractor;
- b) Revisions of previously approved studies, reports, design documents, drawings or specifications;
- c) Preparation of detailed renderings, exhibits or scale models for the Project;
- d) Investigations involving detailed consideration of operations, maintenance and overhead expenses for the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor, and material audits or inventories required for certification of force account construction performed by the City;
- e) Services not otherwise provided for in this Agreement.

3.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Contractor, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibits A, B, C, and D that cause the total Compensation due Contractor under this Agreement to exceed \$25,000 or more, or increase or decrease the contract duration by more than 30 days are subject to approval by the Evanston City Council. These actions must be addressed either in a written Change Order or in a written amendment to this Agreement approved by both parties.

3.3 Contractor acknowledges and agrees that the Public Works Construction Change Order Act, 50 ILCS 525/1 *et seq.* shall apply to all Change Orders for the Project. It is expressly understood and agreed to by Contractor that it shall not be entitled to any damages or Compensation from the City on account of delay or suspension of all or any part of the Work. Contractor acknowledges that delays are inherent in construction projects and Contractor assessed that risk and fully included that risk assessment within its contract sum specified in its Response to the City Bid

for this Project. The City shall not compensate Contractor for work that is more difficult than the contract sum specified in its Response would reflect. Delays to minor portions of the Work will not be eligible for extensions of time.

Delays to the Project caused by labor disputes or strikes involving trades not directly related to the Project, or involving trades not affecting the Project as a whole will not be eligible for an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor first furnishes to the City documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

In addition to any other changes requested by City (as described in Sections 3.1 and 3.2), the Company shall be entitled to request (and the City may grant) Change Orders with respect to:

- (a) The City-caused delays;
- (b) Change in Law;
- (c) Force Majeure Events.

The foregoing events shall entitle the Contractor to a change in the Compensation for this Project, if the Contractor demonstrates that it will unavoidably incur reasonable costs as a result thereof and the Contractor provides reasonable and detailed documentary support with respect to any such price impact.

The parties agree to reasonably confer regarding any such disputes with respect to the issuance of a Change Order.

Any payment for compensable delay will only be based upon actual costs excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss.

All Contractor Change Orders authorized under this Section 3 shall be made in writing. In remitting a Change Order, the Contractor must first show in writing that:

- (a) The work was outside the scope of this Agreement,
- (b) The extra work was not made necessary due to any fault of Contractor;
- (c) The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed;
- (d) The change is germane to the original Agreement; and
- (e) The Change Order is in the best interest of the City and authorized by law.

Any person who fails to first obtain the City's written authorization for a Change Order commits a Class 4 felony. The written determination and the written Change Order resulting from

that determination shall be preserved in the contract's file which shall be open to the public for inspection.

The City reserves all rights and causes of action, at law or equity, to seek redress against entities or persons who violate the requirements of this Section 3. By initialing below, Contractor hereby acknowledges that it is bound by this Section 3.

Contractor's Initials: A.H.

3.4 The Contractor is required to include the City of Evanston as a reference whenever and wherever the Contractor provides references for similar projects for a period of one (1) year from the date of Final Acceptance by the City of the Work for this Project.

4 Bonds

4.1 Before the Scheduled Construction Commencement Date, the Contractor is required to furnish unconditional performance and payment bonds in the amount of 100% of the Compensation as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor's obligations under this Agreement. Each surety providing the Bonds must have a Best's rating not less than A/X and be licensed in Illinois and shall be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service, at www.fms.treas.gov/c570/c570.html. All Bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. It shall be the duty of the Contractor to advise the surety or sureties of any Change Orders that result in an increase to the Compensation and to ensure that the amounts of the Bonds are updated to reflect and cover any such increases throughout the course of the Project. The cost of such Bonds shall be included within the Compensation.

4.2 If the surety behind any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State or it ceases to meet any of the requirements of this Contract, the Contractor shall, within [5] five days thereafter, substitute another Bond of equivalent value and surety, both of which must be acceptable to the City. In addition, no further progress payments under the Agreement will be made by the City until the Contractor complies with the provisions of this Agreement. The Contractor shall furnish to the City proof of any required bonds and proof of required insurance as one of the conditions precedent to payment under the Agreement. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment or performance of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or authorize a copy to be furnished. All surety Bonds provided for in this Section shall incorporate by reference this Agreement, and any language that may be in any such surety Bond which conflicts with the provisions of this Agreement that define the

scope of the surety('s) duty(ies) shall be of no force and effect.

5 Liquidated Damages in the Event Contractor Fails to Complete the Work

5.1 The parties agree that failure of Contractor to timely complete the Work required by this Agreement constitutes a default. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that for each calendar day after written notice is delivered to Contractor and Contractor fails to cure such default, that Contractor will pay City, as and for liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars per day**. Contractor shall reimburse the City for all costs, expenses and fees (including, without limitation, attorneys' fees), if any, paid by the City in connection with such written demand by City. Contractor stipulates and agrees that the sums payable by Contractor under this Section are reasonable under the circumstances existing as of the execution of this Agreement. This Section 5.1 is not intended to limit any direct damages that may be recoverable by City related to the Contractor's failure to complete the Work in accordance with this Agreement. There shall be no early completion bonus if the Work is completed before the substantial completion date. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before the substantial completion date.

6 The City's Responsibilities

6.1 The City may evaluate the Contractor's and any sub-contractor's performance (interim and final). Timeliness in meeting the Project schedule and the overall relationship with the Contractor are factors that will be considered in the Contractor's performance rating. An unfavorable performance rating may be a factor when future assignments are being considered.

6.2 The City makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Contractor which were generated or provided by third parties.

7 Period of Service

7.1 The Contractor shall commence work on the Project after supplying the City with the Contractor's performance and payment bonds and all required insurance documents before starting its Work on this Project. The City shall determine when the Contractor has completed the Work required pursuant to this Agreement, and shall determine the date of Final Acceptance. Contractor recognizes time is of the essence regarding its performance on this Project. Contractor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

7.2 Each phase of the project shall be completed in accordance with the activities outlined in the City's **RFQ/RFP/Bid 23-06**, Exhibit A. Project phases include:

7.2.1 Phase X: *[Phase name here.]*

7.2.2 Phase X: *[Phase name here.]*

7.2.3 Phase X: *[Phase name here.]*

8 Payment for Services and Reimbursements

8.1 Within the first five (5) business days of each month, the Contractor shall invoice the City for Work completed during the previous month. The Contractor shall provide a detailed invoice that relates invoiced items to the Contractor's response to **Bid 23-06** in both quantity and unit cost. Any discrepancies in the monthly invoice shall be promptly brought to the attention of the Contractor by the City Project Manager and efforts shall be made to promptly resolve said discrepancies between the City and Contractor. In the event the City and Contractor cannot resolve invoice discrepancies, items in dispute will be removed from the invoice and the City shall approve the remainder of the invoice. Payment will be made as soon as possible following the City Council meeting in which the item appeared on the bills list, and in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois.

8.2 In the event of termination by the City of this Agreement pursuant to paragraph 9.1 after completion of any phase of the basic services, fees due the Contractor for services rendered through such phase shall constitute final payment for such services, and no further fees shall be due to the Contractor. In the event of such termination by the City during any phase of the basic services, the Contractor shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination.

8.3 The City shall have the right to withhold payment to the Contractor due to the quality of a portion or all of the work performed hereunder which is not in accordance with the requirements of this Agreement, or which is unsatisfactory, or is due to the Contractor's failure or refusal to perform any of its obligations hereunder. Compensation in excess of the total contract amount specified in this Agreement will not be allowed unless justified in the City's sole judgment and authorized in advance as provided for in Section 3 of this Agreement. Compensation for improper performance by the Contractor is disallowed.

8.4 Upon completion of the Work performed by the Contractor, prior to the submission of a request for final payment, the City and Contractor shall perform a final acceptance test and review of the Work performed and/or equipment installed pursuant to the Agreement. A punch list of items outstanding will be jointly developed by the City and Contractor. In addition, the Contractor shall submit drawings of record for the Project for the City to approve. The Contractor shall promptly resolve all punch list items to the satisfaction of the City, and shall transmit to the City in writing confirmation that all punch list items have been resolved. The City will review, and the Contractor shall modify, as necessary, any drawings of record to the satisfaction of the City. Punch list items and drawings of record must be approved by the City prior to the Contractor submitting its final invoice for payment.

8.5 The Contractor shall submit an Affidavit and a final waiver of its lien, and all final waivers of liens of any sub-contractors, suppliers, and sub-sub-contractors, if applicable, with its final invoice, stating that all obligations incurred in performance of the professional services have been paid in full. The Affidavit will also include a statement stating that the professional services were performed in compliance with the terms of the Agreement. The Affidavit and all final lien waivers shall be on a form acceptable to the City.

8.6 All Project invoices shall be sent to:

Evanston Public Library
Attn: John Devaney
1703 Orrington Avenue
Evanston, Illinois 60201

with a copy to:

City of Evanston – Linda Thomas
2100 Ridge Avenue
Evanston, Illinois 60201

9 Notice and Cure/Termination

9.1 In furtherance of Contractor's Work on this Project, the City and the Contractor agree that the following Notice and Cure provision in this Section 9.1 shall apply during the duration of Contractor's work on this Project, in addition to the reserved rights of the City enumerated in this Agreement as follows:

- 5.1 Liquidated Damages;
- 8.3 City's right to withhold payment;
- 16.2 Contractor's duty to revise and correct errors; and
- 16.3 Contractor's duty to respond to City's notice of errors and omissions.

The City may notify Contractor of its intent to terminate this Agreement within (7) seven calendar days of issuance by the City of written notice to Contractor's Project Manager regarding defects in the Project or in Contractor's Work. The City shall specify any such nonconforming Work or defects in the Project in its notice to Contractor under this Section 9.1. Contractor will have the opportunity to cure the non-conforming Work within (7) seven calendar days after receipt of the written notice issued by the City. All such curative work done shall be performed and completed to the City's satisfaction. Nothing in this Section 9.1 shall otherwise affect the City's right to exercise its rights in Section 9.2.

9.2 The City shall have the right to terminate this Agreement upon fifteen (15) days written notice for any reason. Mailing of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of receipt.

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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.

9.3 Within thirty (30) days of termination of this Agreement, the Contractor 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, ArcView, PDF, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Work herein. Upon receipt of said items, the Contractor shall be paid for labor and expenses incurred to the date of termination as provided in Section 8.2. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination. No lien shall be filed by the Contractor in the event of a termination of this Agreement by the City.

9.4 If, because of death or any other occurrence, including, but not limited to, Contractor becoming insolvent, it becomes impossible for any principal or principals of the Contractor to render the services set forth in this Agreement, neither the Contractor, nor its surviving principals shall be relieved of their obligations to complete the professional services. However, in the event of such an occurrence, the City at its own option may terminate this Agreement if it is not furnished evidence that competent professional services can still be furnished as scheduled.

9.5 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 to terminate this Agreement without prior written notice.

10 Insurance

10.1 The Contractor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or sub-contractors. Contractor acknowledges and agrees that if it fails to comply with all requirements of this Section 10, the City may void the Agreement.

The Contractor must give to the City Certificates of Insurance identifying the City to be an Additional Insured for all Work done pursuant to this Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate(s) of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 10 shall have no force and effect.

After award of the Contract to Contractor (contracts over \$500,000 in value or if the project is deemed high risk) the Contractor **shall** give the City a certified copy (ies) of the insurance policy (ies) evidencing the amounts set forth in Section 10.2, and copies of the Additional Insured

endorsement to such policy (ies) which name the City as an Additional Insured for all Work done pursuant to this Agreement before Contractor does any Work pursuant to this Agreement. Contractor'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 the City. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

The policies and the Additional Insured endorsement must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. The Contractor shall require and verify that all sub-contractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.2 Contractor 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 Contractor, and insuring Contractor against claims which may arise out of or result from Contractor's performance or failure to perform the Services hereunder:

- a) Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars (\$500,000);
- b) Comprehensive general liability coverage which designates the City as an additional insured for not less than three million dollars (\$3,000,000) combined single limit for bodily injury, death and property damage, per occurrence;
- c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and

Contractor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases the Contractor and its sub-contractors from the requirements set forth herein.

Contractor 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. Contractor expressly agrees that its insurance coverage is required to be primary by this Agreement, that its insurance coverage shall be on a primary and non-contributory basis, and that it and its insurance carrier are estopped from denying such coverage is primary. In the event Contractor fails to

purchase or procure insurance as required above, the parties expressly agree that Contractor 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 Contractor.

11 Indemnification

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

11.2 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 Contractor 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, Contractor 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 Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor 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, Contractor 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 Contractor 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.

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

11.4 All provisions of this Section 11 shall survive completion, expiration, or termination of this Agreement.

12 Drawings and Documents

12.1 Any drawings, survey data, reports, studies, specifications, estimates, maps, plans, computations, and other documents required to be prepared by the Contractor for the Project shall be considered Works for Hire and the sole property of the City.

12.2 The Contractor and its sub-contractor shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the City and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the City and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this Subsection shall establish a presumption in favor of the City for recovery of any funds paid by the City under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

13 Successors and Assigns

13.1 The City and the Contractor each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Contractor.

14 Force Majeure

14.1 Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:

- a) Acts of nature;
- b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;
- c) Acts of war;
- d) Acts of civil or military authority;
- e) Embargoes;

- f) Work stoppages, strikes, lockouts, or labor disputes;
- g) Public disorders, civil violence, or disobedience;
- h) Riots, blockades, sabotage, insurrection, or rebellion;
- i) Epidemics or pandemics;
- j) Terrorist acts;
- k) Fires or explosions;
- l) Nuclear accidents;
- m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
- n) Major environmental disturbances; or
- o) Vandalism.

If a delay is caused by any of the *force majeure* circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of *force majeure* shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

15 Amendments and Modifications

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

16 Standard of Care & Warranty

16.1 The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with generally accepted professional standards applicable to the Work for this Project. The Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.

16.2 The Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Contractor's professional services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions. If a Contractor has provided the City with specifications for this Project which are determined to be incorrect or which require revision during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Contractor shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Contractor shall promptly reimburse the City for the reasonable costs associated with the preparation and dissemination of said corrections or revisions to appropriate parties, including but not limited to preparation of the corrected or revised documents, and printing and distribution costs.

16.3 During the pendency of its Work on this Project, the Contractor shall respond to the City's notice of any errors or omissions within twenty-four (24) hours. The Contractor shall be required to promptly visit the Project site(s) if directed to by the City.

16.4 The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

16.5 Contractor guarantees and warrants to the City that:

- a) All materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted by the Contract Documents;
- b) The Work of this Agreement shall be free from defects which are not inherent in the quality required; and
- c) The Work shall comply with the requirements set forth in the Contract Documents.

This warranty and guarantee shall be for a period of one (1) year from the date of completion and Final Acceptance of the Work by the City, or as otherwise provided in the Contract Documents.

If, within the one year warranty period, after the Contractor has received a final payment under this Agreement, any of the Work is found to be not be in accordance with the requirements of this Agreement, or where defects in materials or workmanship may appear, or be in need of repair, the Contractor shall correct non-conforming and/or defective work or materials promptly after receipt of written notice from the City. Contractor shall immediately at its own expense repair, replace, restore, or rebuild any such Work. This remedy is in addition to any other legal or equitable remedies the City may have under this Agreement or the law.

This guarantee and warranty shall not relieve Contractor of liability for latent defects, and shall be in addition to the City's rights under the law or other guarantees or warranties, express or implied.

16.6 The provisions of this Section 16 shall survive the completion, expiration or termination of this Agreement.

17 Savings Clause

17.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

18 Non-Waiver of Rights

18.1 No failure or delay by the City to exercise any power given to it hereunder or to insist upon strict compliance by Contractor with its obligations hereunder, nor any payment made by the City under this Agreement, shall constitute a waiver of the City's right to demand strict compliance with the terms hereof, unless such waiver is in writing and signed by the City.

19 Entire Agreement

19.1 This Agreement 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.

20 Governing Law

20.1 This Agreement shall be construed in accordance with and subject to the laws and rules of the City of Evanston and the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement.

21 Ownership of Contract Documents

21.1 Contractor is specifically prohibited from using in any form or medium, the name or logo of the City for public advertisement, unless expressly granted written permission by the City. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with this Project is not to be construed as publication in derogation of the City's reserved rights.

22 Notice

22.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this Subsection:

Evanston Public Library
Project Manager – John Devaney **Bid 23-06**
1703 Orrington Avenue
Evanston, Illinois 60201

if to the Contractor:

Verde Energy Efficiency Experts

5328 N Northwest Hwy

Chicago, IL 60630

22.2 Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

23 Severability

23.1 Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

24 Execution of Agreement

24.1 This Agreement shall be signed last by the City Manager.

25 Counterparts

25.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

26 Authorizations

26.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its bylaws to execute this Agreement on its behalf. The City Manager affirms that he/she has been lawfully authorized to execute this Agreement. The Contractor and the City shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

27 Time of Essence

27.1 Time is of the essence with respect to each provision hereof in which time is a factor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives. The effective date of this Agreement will be the date this Agreement is signed by the City Manager.

CONTRACTOR

By: Alisa Hansen

Name: Alisa Hansen

Its: Principal Analyst

Date: 03 / 10 / 2023

Evanston Public Library

By: _____
Heather Norborg

Its: Interim Executive Library Director

Date: _____

Approved as to form:

By: _____
Nicholas E. Cummings

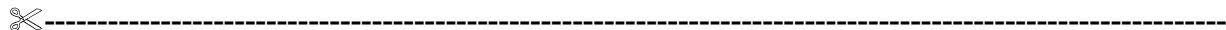
Its: Corporation Counsel

Revision: April 2021

EXHIBIT O

BID BOND SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID BOND SUBMITTAL



BID SUBMITTAL NUMBER: 23-06

BID SUBMITTAL NAME: Main Library LED Lighting Upgrade

BID SUBMITTAL DUE DATE/TIME: 3/14/23 at 2pm

COMPANY NAME: Verde Energy Efficiency Experts

COMPANY ADDRESS: 5328 N Northwest Hwy, Chicago, IL 60630

COMPANY TELEPHONE #: 773-413-9587



If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

The original bid bond (in the amount of 5% of the original bid amount) must be mailed within ten (10) days after the bid due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number; which sum shall be forfeited in case the successful bidder fails to enter into a binding contract and provide a properly executed contract and surety bond within 15 days after the date the contract is awarded by the City.

BID 23-06
EVANSTON PUBLIC LIBRARY
MAIN LIBRARY LED LIGHTING UPGRADE
SCOPE OF WORK FEBRUARY 2023

- This scope of work is meant to upgrade all lighting in the library to LED except for the following rooms: Room 308, Room 327, Room 105, Room 104. These rooms are intentionally omitted from the scope of work.
- The library electricity bill will be provided to all eligible bidders. Bidders must calculate the ComEd incentive based on the provided scope of work. Any ComEd bonuses should be included in the total ComEd incentive amount.
- Please note that while a majority of the library consists of fluorescent & incandescent lighting, there are some areas included in the scope of work that have existing LED measures and are not eligible for ComEd incentive. Please only consider the Instant Discount program for the following 'already LED' measures.
 - Garage (qty:34) 2 Lamp 4ft TLED
 - Snowblower storage room (qty:5) 2 Lamp 4ft TLED
 - Room 112 (qty:2) 2 Lamp 4ft TLED
 - Electrical Room (qty:2) 2 Lamp 4ft TLED
 - Room 303 (qty:3) 1 Lamp 4ft TLED
 - 4th Floor Hallway through Alarmed Exit Door (qty: 11) 2 Lamp 4ft TLED
 - Room 419 Mechanical (qty:11) 2 Lamp 4ft TLED
- The Bidder understands that the library is not responsible for miscalculation of ComEd incentive. A miscalculation of incentive cannot be used as a change order later on.
- Existing EM Ballasts: Wherever there is an existing Emergency (EM) Ballast in a fixture the contractor shall leave the existing EM ballast and install a Type A solution (leave the existing ballast and install respective 4000K LED measure). For existing EM refer to original building prints.
- Any existing LED lights at the library will not be included in this scope of work, except the downlights/can lights. Any LED plug-in bulb existing in a can light is included in the total number of replacement downlight retrofits.
- Please note that all 2x2 recessed troffer fixtures in the library are air-return rated and all 2x2 replacement fixtures must be plenum-rated (air return compatible).
- The entire lighting scope of work must specify products from either Philips lighting (Signify) or one of its lighting subsidiary companies. No other lighting company or manufacturer will be accepted.
- All installed measures on the interior lighting scope of work must reflect a 4000K color temperature. 5000K is allowed on the exterior measures only.

- Awarded contractor must include sensor and networking lighting control commissioning and installation of the Philips/Signify Interact Pro Gateways, including both phone app and desktop setup for the facilities team.
- Awarded contractor must provide a 3 year labor warranty on all measures installed as part of the bid package. This warranty includes re-commissioning of the networked lighting controls on any lighting fixtures with sensors if requested by the library.
- Priority consideration will be given to contractors who have both local library references and references of the Interact Pro System installed.
- Priority consideration will be given to contractors who are deemed Minority Business Enterprises, Women Business Enterprises, Evanston Business Enterprises and/or have an L3C standing (business entities created mainly for charitable reasons).

Cook County Prevailing Wage Rates posted on 12/1/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49.75	51.75	2.0	1.5	2.0	2.0	17.08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
CERAMIC TILE LAYER	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION ELECTRICIAN	All	BLD		47.16	50.46	1.5	1.5	2.0	2.0	12.70	14.10	1.25	1.57	0.50
ELECTRIC PWR EQMT OP	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRIC PWR GRNDMAN	All	ALL		45.44	63.91	1.5	1.5	2.0	2.0	10.20	15.34	0.00	2.49	
ELECTRIC PWR LINEMAN	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRICIAN	All	ALL		52.05	55.69	1.5	1.5	2.0	2.0	17.65	18.30	1.25	1.92	1.50
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	All	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE SETTER	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	FLT	1	61.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	2	59.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	3	58.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	4	53.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	5	62.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	6	41.00	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
ORNAMENTAL IRON WORKER	All	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75
PAINTER	All	ALL		50.30	56.59	1.5	1.5	1.5	2.0	14.26	14.99	0.00	1.72
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92
PLASTERER	All	BLD		47.75	50.62	1.5	1.5	2.0	2.0	17.08	19.18	0.00	1.00
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99
SHEETMETAL WORKER	All	BLD		49.10	53.03	1.5	1.5	2.0	2.0	13.53	28.20	0.00	1.00
SIGN HANGER	All	BLD		34.72	37.50	1.5	1.5	2.0	2.0	6.85	4.50	0.00	0.00
SPRINKLER FITTER	All	BLD		53.25	56.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75
STEEL ERECTOR	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRAFFIC SAFETY WORKER II	All	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRUCK DRIVER	E	ALL	1	39.95	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	2	40.20	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	3	40.40	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	4	40.60	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15

TRUCK DRIVER	W	ALL	1	40.63	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	2	40.78	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	3	40.98	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	4	41.18	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when

used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic

Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary

Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".







Evanston Public Library (1) (002)

Final Audit Report

2023-03-13

Created:	2023-03-13
By:	Rose Hendricks (rose@alecksoninsurance.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuSjkc3zE4e--0JtDuyC_5-dzNfX8J_cD

"Evanston Public Library (1) (002)" History

-  Document created by Rose Hendricks (rose@alecksoninsurance.com)
2023-03-13 - 5:38:09 PM GMT- IP address: 98.193.6.83
-  Document emailed to jamie@verde.expert for signature
2023-03-13 - 5:40:38 PM GMT
-  Email viewed by jamie@verde.expert
2023-03-13 - 5:42:24 PM GMT- IP address: 64.233.172.63
-  Signer jamie@verde.expert entered name at signing as James Johnson
2023-03-13 - 5:44:46 PM GMT- IP address: 99.117.13.191
-  Document e-signed by James Johnson (jamie@verde.expert)
Signature Date: 2023-03-13 - 5:44:48 PM GMT - Time Source: server- IP address: 99.117.13.191
-  Agreement completed.
2023-03-13 - 5:44:48 PM GMT



Supporting Documentation for Exhibit I

- As a courtesy to the library, and to show what an honor it would be to be the selected lighting vendor, Verde is waiving all fees for recycling associated with the project, as well as waiving of the specialty lift fee, all admin related fees, extended 3 year warranty fee, and lighting sensor commissioning fees.
- Verde has held L3C (low-profit, low liability company) standing for the last 13 years. The L3C standing is for businesses created primarily for charitable purposes, in our case, Verde was built on the mission of sustainability. All of Verde's work must fall into the mission of reducing energy usage and furthering sustainability for the greater Chicagoland communities.
- Verde is a company of 25 employees, 44% of which are people of color (POC) and 24% of which are women.
- Verde is a sole ownership owned by Jamie Johnson at the address stated in Exhibit I.
- Verde is local and works solely in the Chicagoland area.
- Verde has worked with more Chicagoland libraries than any other contractor in the ComEd program
- Verde has won the best and most comprehensive ComEd energy efficiency service provider award for many years
- The bid bond is attached directly following this supporting documentation.

03 / 13 / 2023

Alisa Hansen

Created by:

Prepared for:

Alisa Hansen Verde Energy Efficiency Experts

City of Evanston/ Evanston Public Library



Supporting Documentation for Exhibit D

There are no subcontracting opportunities for this lighting project because Verde Energy Efficiency Experts has its own staff of ICC-certified technicians. 72% of Verde's in-house lighting installers are people of color (POC). In total, 44% of all Verde employees are POC and about 24% of all Verde employees are female, working in a very male-dominated field. The lead analyst on the Evanston Public Library project is a woman. Verde makes stringent efforts to employ and train technicians from low-income or underprivileged community backgrounds in the greater Chicagoland area.

03 / 13 / 2023

Alisa Hansen

Created by:

Alisa Hansen Verde Energy Efficiency Experts

Prepared for:

City of Evanston/ Evanston Public Library



CHICAGO, IL 60630
(773) 794-1150
(773) 794-8941 (Fax)
www.imperiallighting.com
info@imperiallighting.com

SPECIALISTS IN
• WASHING & REPAIRING LIGHTING FIXTURES
• LIGHTING SYSTEMS EFFICIENCY
• ENERGY CONSERVATION

Thank you for considering our bid for the “Main Library LED Lighting Upgrade”. Imperial Lighting is a privately held family business, servicing the Chicagoland area and beyond for 50 years. We self-perform all of our work with IBEW 134 union technicians. We have vast experience working in Evanston, notably working on a large, 42 site project with Northwestern University. Additionally, our material supplier and recycling handler, Everlights, will be partnering with us on this bid. Everlights is a licensed WBE and EBE. We have expertise in lighting retrofits and have commissioned many network-controlled systems. Additionally, we have been certified as a Signify installer, and have completed countless projects and warranty repairs, on behalf of Signify. We look forward to making the Evanston Library a more energy efficient building.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cary Mendelsohn', with a long horizontal flourish extending to the right.

Cary Mendelsohn
President

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK



CASHIER'S CHECK

9477329938

25-3

Date 03/14/2023

Void after 7 years

440

Remitter: IMPERIAL LIGHTING MAINTENANCE COMPANY

Pay To The Order Of: CITY OF EVANSTON/EVANSTON PUBLIC LIBRARY

Pay: THIRTEEN THOUSAND DOLLARS AND 00 CENTS

** 13,000.00 **

Do not write outside this box

Memo: _____

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin

Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9477329938⑈ ⑆044000037⑆ 758661359⑈

Item	Description/ Model	Unit	Base Bid Quantity	Add Cost	Deduct Cost
1	8" LED Trim Kit (Indoor/Outdoor: 40K) 120-277V DIM, CR8RLMCC1	\$130.50	564		
2	4 Lamp 4ft TLED 40K Philips 8.9W 4000K TLED Type A/C - 565606 w/ Driver ICN4P16TLEDN35M	\$118.75	381		
3	2x2 EvoKit Click SWZ 40K - PLENUM RATED, 114056 - EVOKIT HE 2X2 31L 20W 840 SWZCS GT5	\$197.60	253		
4	2 Lamp 4ft TLED 40K w/ Driver, Philips 8.9W 4000K TLED Type A/C - 565606 w/ Driver ICN4P16TLEDN35M	\$82.65	218		
5	26W Comcob LED 40K, 559674 27CC/LED/840/ND E26 G2 BB 6/1	\$58.17	121		
6	1 Lamp 4ft TLED 40K w/ Driver, Philips 8.9W 4000K TLED Type A/C - 565606 w/ Driver ICN4P16TLEDN35M	\$70.52	121		
7	A19 LED 40K, 545897, 8.8A19/PER/940/P/E26/DIM 6/1FB T20	\$14.48	20		
8	1 Lamp 4ft HE T5 TLED 40K, 476515, 14T5HE/46-840/F21/G/DIM 10/1 w/ Ballast ICN2S28T35M	\$91.79	38		
9	10" LED Trim Kit (Indoor/Outdoor: 40K) 120-277V DIM, CR10RLMCC1	\$137.37	26		
10	4 Lamp 4ft HO T5 TLED 40K 467142, 24T5 LED/HO/48-4000 IF 10/1 w/ Driver, ICN4S24-TLED-90C-2LS-G	\$213.33	12		
11	1 Lamp 3ft TLED 40K 539874, 8.5T8/MAS/36-840/F14/P 10/1 w/ Driver ICN3S28T35M	\$71.66	10		
12	Keene Extendor 50W Wallpack 50K, LPW16-50-NW-G3-3+120-PCB-BZ	\$506.34	6		
13	Emergency drivers for the - 8" LED Trim Kit (Indoor/Outdoor: 40K) 120-277V DIM, ZIS25W	\$304.91	5		
14	Wall Mounted Occupancy Sensor, RRW600UTC	\$79.95	5		
15	2 Lamp 4ft HO T5 TLED 40K 467142, 24T5 LED/HO/48-4000 IF 10/1 w/ Driver, ICN2S24-TLED-90C-N: 2Lamp T5 HO LED Driver	\$133.57	2		
16	IntraNet Pro Wireless Gateway, LCN184005	\$1,349.53	2		
19	ComEd Incentive (total including bonuses)	\$42,908.60	1		
20	Scaffolding to reach 50ft + in lobby entrance	\$12,220.56	1		

*** ComEd is offering a 25% bonus if a pre application for the project is submitted before March 31st, 2023. The project must also be completed before October 31st, 2023, to qualify for this bonus.

EXHIBIT A – BID FORM
For
MAIN LIBRARY LED LIGHTING UPGRADE
(BID #23-06)

1.01 BID TO:

THE CITY OF EVANSTON/EVANSTON PUBLIC LIBRARY
2100 Ridge Avenue
Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

Imperial Lighting Maintenance Company

(Hereinafter call "BIDDER")

4555 North Elston Ave. Chicago, IL 60630

Address

773-794-1150

Telephone Number

773-794-8941

Fax Number

1.03 BID FOR: **MAIN LIBRARY LED LIGHTING UPGRADE**

1.04 ACKNOWLEDGEMENT:

- A. The Bidder, in compliance with the Invitation for Bids, having carefully examined the Drawings and Project Manual with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby **PROPOSES** to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the Project in accordance with all the plans, specifications and

related Contract Documents as prepared by the City of Evanston/Evanston Public Library.

- B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. 1 Dated 3-7-23

Addendum No. Dated

Addendum No. Dated

1.05 GENERAL STATEMENTS

- A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
- B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.
- C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
- D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.
- E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.
- F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

- A. When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.

1.07 ALLOWANCE

- A. The allowance is general and should be used in the event that any unforeseen condition is discovered. After discovering the unforeseen condition, the contractor shall submit a Found Condition Report (FCR) and an Authorization to Use Allowance (AUA) to the Consultant. The Consultant will then notify the Owner and both the Owner and the Consultant will view the unforeseen condition to determine if the work will be authorized. Under no circumstances shall the contractor move forward with the work in question nor shall the contractor expend allowance without an approved AUA. At the end of the project, unspent allowance shall be credited to owner via change order.

1.08 AGREEMENT

- A. In submitting this Bid, the undersigned agrees:
 - 1. To hold this Bid open for sixty (60) days from submittal date.
 - 2. To enter into and execute a Contract with the Owner within ten (10) days after receiving Notice of Award from the Owner.
 - 3. To accomplish the work in accordance with the Contract Documents.
 - 4. To complete the work by the time stipulated in the General Conditions
- B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.09 SCHEDULE

- A. See General Conditions for required schedule of completion dates.

1.10 PROPOSED PRICES

- A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

BASE BID AMOUNT: Net Cost After ComEd Incentive \$ \$193,911.31

ALLOWANCE (ADDITIONAL WORK – GENERAL): \$ 10%

TOTAL BASE BID AMOUNT: \$ \$213,302.44

1.11 UNIT PRICING LIST

The undersigned submits the following UNIT PRICING LIST to be performed as shown on the Plans and/or described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required

to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. In the event of a change to the contract the contractor shall be limited to markup percentages as indicated in Section 01028, 1.05, A. Bidders shall examine plans and determine actual work items and quantities for the work involved for bid analysis by the Owner.

SEE ATTACHED SHEET

Item	Description	Unit	Base Bid Quantity	Add Cost *	Deduct Cost **
1	TO BE COMPLETED BY CONSULTANT	XX	XX	\$	\$

* Add costs to be provided by Bidder

** Deduct costs to be provided by Bidder

1.12 BID SECURITY

If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

- A. The City of Evanston Civic Center is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number.
- B. Accompanying this electronic submittal is a scanned copy of a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston/Evanston Public Library.

The amount of the check or draft is: \$ \$13,000

If this bid is accepted and the undersigned shall fail to execute a contract and contract bond as required it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract

bond; otherwise said check or draft shall be returned to the undersigned.

In the event that one check or draft is intended to cover two or more bids, the amount must be equal to the sum of the project proposal guarantees of the individual sections covered.

If the check or draft is placed on another project proposal, state below where it may be found, as follows: The check or draft will be found in the project proposal for:
N/A

1.13 PERFORMANCE/PAYMENT BOND

The undersigned bidder agrees to provide Performance Bond and Payment Bond executed in accordance with Contract Performance Bond form furnished by and acceptable to the Owner written with Merchants Bonding Company

in the amount of 100% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

Cost of bond for change order is 1.5 percent of change order cost.

1.14 LIQUIDATED DAMAGES

The undersigned Bidder understands and agrees to the provisions stated under "LIQUIDATED DAMAGES" in the General Conditions and shall be assessed at the specified daily rate for each calendar day or partial calendar day until completion as defined herein.

1.15 MATERIAL SUBSTITUTION SHEET

The following is a schedule of substitute materials I propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitution below will be indicated prior to signing of Contracts.

<u>PRODUCT NAME AND/OR MANUFACTURER</u>	<u>ADD</u>	<u>DEDUCT</u>
---	------------	---------------

NO SUBSTITUTIONS

1.16 PROPOSAL SIGNATURE (REQUIRED)

A. **SOLE PROPRIETOR**

Signature of Bidder: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

Notary Public

Commission Expires: _____

B. PARTNERSHIP

Signature of All Partners: _____

Name (typed or printed)

Name (typed or printed)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

Notary Public Commission Expires: _____

C. CORPORATION

Signature of Authorized Official: *Cary Mendelsohn*

Title: President

Name above (typed or printed): Cary Mendelsohn

(If other than the president, attach a certified copy of that section of corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the Corporation.)

(Corporate Seal)

Attest: *[Signature]*
Secretary

SUBSCRIBED AND SWORN to before me this 14th day of MAR, 20 23

[Signature] Commission Expires: 4/6/25
Notary Public



1.17 DISCLOSURE

- A. The undersigned duly sworn deposes and says on oath that the bidder has withheld no disclosures of ownership interest and the information provided herein to the best of its knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

Bidder: Imperial Lighting Maintenance Company

Business Address: 4555 North Elston Ave. Chicago, IL 60630

Telephone Number: 773-794-1150

1.18 CONTACTS

- A. In the event the Evanston City Council approves this bid response, list the name, address, telephone, and fax number of the person to be contacted:

Bidder: Ryan Richter - Imperial Lighting Maintenance Company

Address: 4555 North Elston Ave. Chicago, IL 60630

Telephone Number: 773-794-1150

Fax Number: 773-794-8941

1.19 REFERENCES

A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. Name: Northwestern University Campus Project
Address: 42 buildings throughout Evanston Campus
Contact Person: David Grosskopf
Phone: 847.467.0278
Contract Value: \$850,000
Contract Dates: Years 2015 - 2018

2. Name: The RMR Group
Address: 1415 West Diehl Road Naperville, IL 60563
Contact Person: Jim Matrella
Phone: 847-473-1214
Contract Value: \$260,000
Contract Dates: Oct. 22 - Jan 23

3. Name: Jesse Brown VA Medical Center
Address: 820 S Damen Ave, Chicago, IL 60612
Contact Person: Mario Short
Phone: 773.276.5192
Contract Value: 200,000
Contract Dates: Year 2016

EXHIBIT B

City of Evanston M/W/EBE Policy

A City of Evanston/Evanston Public Library goal is to provide contracting and sub-contracting 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/Library must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> (Sample Advertisement). If 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 was 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 Sub-contractor listed to meet the M/W/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> (MWEBE Monthly Utilization Report).

EXHIBIT C

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

EverLights (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	\$ <u>236,819.91</u>	Does not include ComED Incentive or 10% allowance
Amount to be performed by a M/W/EBE	\$ <u>127,500</u>	
Percentage of work to be performed by a M/W/EBE	<u>53</u> %	

Information on the M/W/EBE Utilized:

Name EverLights

Address 1603 Orrington Ave Evanston, IL 60201

Phone Number 773.734.9873

Signature of firm attesting to participation 

Title and Date President 3/14/2023

Type of work to be performed Supply, store, manage, deliver material

Please attach:

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

- | | |
|---|--|
| <input type="checkbox"/> Cook County | <input type="checkbox"/> State Certification |
| <input type="checkbox"/> Federal Certification | <input type="checkbox"/> Women's Business Enterprise National Council |
| <input checked="" type="checkbox"/> City of Chicago | <input type="checkbox"/> Chicago Minority Supplier Development Council |

2. Attach business license if applying as an EBE



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

NOV 24 2020

Kelly Gallagher
Everlights, Inc.
1105 Stevenson Court, Suite 104E
Roselle, IL 60172

Dear Ms. Gallagher:

We are pleased to inform you that **Everlights, Inc.** is recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **11/1/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **11/1/2021, 11/1/2022, 11/1/2023 and 11/1/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/1/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/1/2025**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

DMW

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

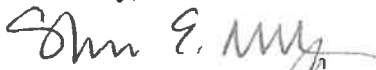
NAICS Code(s):

- 423610 – Electrical Apparatus and Equipment, Writing Supplies, and Related Equipment Merchant Wholesalers**
- 484230 – Specialized Freight (except used goods) Trucking, Long-Distance**
- 423220 – Home Furnishing Merchant Wholesalers**
- 444190 – Other Building Material Dealers (i.e. lighting fixture stores)**
- 561790 – Other Services to Building and Dwellings (i.e. lighting maintenance services)**
- 562111 – Solid Waste Collection**

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

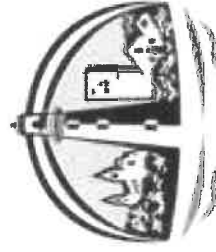
Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/nm



City of
Evanston

Thank you for your submission. Your 2020 Evanston Business registration is now complete and will expire March 31, 2021.

Everlights, Inc. 1322 Davis St
Evanston, IL 602017BLC-0082

EXHIBIT C

M/W/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is \$127,500.

MBE/WBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE/ EBE)	SERVICES PERFORMED	AMOUNT OF SUB- CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
Everlights	WBE/EBE	Materials Distributor	\$ 125,000	52%
Everlights	WBE/EBE	Recycling Services	\$ 2,500	1%
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$ 127,500	53%

EXHIBIT D

M/W/EBE PARTICIPATION WAIVER REQUEST

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

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

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

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

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

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

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

_____ 3. No sub-contracting opportunities exist.

Please provide a written explanation of why sub-contracting is not feasible.

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

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

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

Signature: _____
(Signature)

Date: _____

EXHIBIT E

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

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

PLEASE NOTE: Use of Construction Contractor's Assistance Organization (Assist Agencies") Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

EXHIBIT F

CITY OF EVANSTON LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE

Effective Date January 1, 2015

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

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

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

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

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

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

****Detailed Local Employment Program Instructions “How to Comply” can be found at: Local Employment Program Detailed Instructions**

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

EXHIBIT F

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

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

Estimated total labor cost = \$ \$79,000 15% of total labor cost = \$ \$11,850

- X My total bid, including all alternates, is under \$250,000, and the LEP does not apply.
- My total bid, including all alternates, is equal to or greater than \$250,000, and I already employ, and will continue to employ for the duration of the contract for which I am submitting this bid, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- If Applicable My total bid, including all alternates, is equal to or greater than \$250,000, and I will employ, for the duration of the contract for which I am submitting this bid, through use of the City of Evanston/Evanston Public Library database or otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- My total bid, including all alternates, is equal to or greater than \$250,000, and I have been unable to comply with the LEP requirements but am willing to work with the City to achieve compliance.
- My total bid, including all alternates, is equal to or greater than \$250,000, and after having made sincere attempt to comply as noted below, I seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section "Reasons for Waiver Request" below.

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

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

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

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

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

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

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

SIGNED:  Cary Mendelsohn 3/14/23
Signature Printed Name and Title Date

On behalf of Company: Imperial Lighting Maintenance Company

EXHIBIT G

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

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

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

CERTIFICATION OF BIDDER

Imperial Lighting Maintenance Company - 4555 North Elston Ave. Chicago, IL 60630
Name and Address of Bidder (Include ZIP Code)

IRS EMPLOYER I.D. NUMBER 36- 2783895

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

Name: Cary Mendelsohn

Title: President

Signature: 

Date: 3/14/23

EXHIBIT H

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: Imperial Lighting Maintenance Company

APPLICANT ADDRESS: 4555 North Elston Ave. Chicago, IL 60630

TELEPHONE NUMBER: 773-794-1150

FAX NUMBER: 773-794-8941

APPLICANT is (**Check One**)

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

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

SECTION I - CORPORATION

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

Cary Mendelsohn - President Lisa Orloff - Director

Scott Mendelsohn - Director Todd Mendelsohn - Director

4555 North Elston Ave. Chicago, IL 60630

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

-
- 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.)

Cary Mendelsohn President - 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

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.

3/14/23
Date


Signature of Person Preparing Statement

President
Title

ATTEST: 
Notary Public

Commission Expires: 4/6/25

(Notary Seal)



EXHIBIT I

ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: Main Library LED Lighting Upgrade

Bid/Proposal Number #: 23-06

Company Name: Imperial Lighting Maintenance Company

Contact Name: Ryan Richter

Address: 4555 North Elston Ave.

City, State, Zip: Chicago, IL 60630

Telephone/FAX: # 773-794-1150

E-mail: ryan@imperiallighting.com

Comments: _____

EXHIBIT J

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

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

Name of Contractor: Imperial Lighting Maintenance Company

By: 

By: State of IL, County of COOK

Subscribed and sworn to before me this 14th day
of MARCH, 2023.

Notary Public





EXHIBIT K

MAJOR SUB-CONTRACTORS LISTING

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

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

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

(Attach additional sheets as required)


END OF SECTION

EXHIBIT L

CONFLICT OF INTEREST

Imperial Lighting Maintenance Company, 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.

Bidder 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.

Cary Mendelsohn - President 
(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 14th day of MARCH, 2023


Notary Public

(Notary Seal)

Commission Expires: 4/6/25



EXHIBIT M

SIGNATURE FORM

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 bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

Authorized Signature: 

Company Name: Imperial Lighting Maintenance Company

Typed/Printed Name: Cary Mendelsohn

Date: 3/14/23

Title: President

Telephone Number: 773-794-1150

E-mail cary@imperiallighting.com

Fax Number: 773-794-8941

Exhibit N

Contractor Services Agreement Acknowledgement Page

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

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

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

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

List exceptions in the area below:

**Authorized
Signature:**



**Company
Name:**

Imperial Lighting Maintenance Company

Typed/Printed

Name and Title: Cary Mendelsohn - President **Date:** 3/14/23

Exhibit N



CONTRACTOR SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for
MAIN LIBRARY LED LIGHTING UPGRADE

(BID #23-06)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into 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 Contractor name here]*, with offices located at *[Insert Contractor address here]*, (hereinafter referred to as the "Contractor"). Compensation (the "Compensation") for all basic services provided by the Contractor pursuant to the terms of this Agreement shall not exceed \$*[Insert fee here]*.

Revision March 2020

EXHIBIT N

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RECITALS

WHEREAS, the City intends to retain the services of a qualified and experienced contractor for the following:

[Insert whatever project specific background and language is appropriate]

WHEREAS, this Agreement shall include the following documents which are attached hereto:

- a) City of Evanston **Bid 23-06**, attached as Exhibit A.
- b) Contractor's response to **Bid 23-06**, attached as Exhibit B.
- c) Any sub-contractor sub-contracts related to this Agreement, attached as Exhibit C.
- d) Project Fee Schedule and hourly rates, attached as Exhibit D *(if appropriate)*.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1 Services and Duties of the Contractor

1.1 The Contractor shall perform professional services and provide equipment (the "Work") in accordance with Exhibits A, B, C and D. The Contractor retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not agent or an employee of the City. All employees and sub-contractors of the Contractor shall likewise not be considered to be employees of the City. Contractor is solely responsible for the means and methods of all work performed under the terms of this Agreement for this Project ("the Project"). Contractor is an independent Contractor 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. Contractor acknowledges and agrees that should Contractor or its sub-contractors provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement.

1.2 The Contractor warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Contractor's work and all indemnity and insurance requirements. Contractor further affirms that it has visited the Project site and has become familiar with all special conditions, if any, at the Project site. Contractor shall perform the Work and its obligations under this Agreement in accordance with and subject to the Contract Documents to the full extent that each such provision is applicable to the Work. Contractor shall take necessary precautions to properly protect the Work of others, if any, from damage caused by operations under this Agreement. In addition, Contractor shall protect the work during normal and adverse weather conditions until the Project is complete and accepted by the City, or until the Contractor has fully completed its work under this Agreement. Contractor's obligations include, but

EXHIBIT N

are not limited to, placing and adequately maintaining at or about all locations of Project work, sufficient guards, barricades, lights, and enclosures to protect the Work.

1.3 The Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.4 The Contractor shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Contractor's policies and decisions with respect to the work covered by this Agreement.

1.5 The Contractor shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City. The Contractor shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the City. The City reserves the right to require replacement of Contractor, sub-contractor, or supplier personnel for any reason. Contractor will replace the unacceptable personnel at no charge to the City. For all solicitations or advertisements placed by or on behalf of Contractor for employees for this Project it will state that the Contractor is an Equal Opportunity Employer.

1.6 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 Contractor's control, the Contractor 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 Contractor shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records, or part thereof, is applicable. Contractor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Contractor 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.

1.7 The Contractor shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. The Contractor may, upon request of the City, submit to the City a draft sub-contractor agreement for City review and approval prior to the execution of such an agreement. Any previously entered into sub-contractor agreement(s) are attached as Exhibit C. If the Contractor sub-contracts any of the services to be performed under this Agreement, the sub-contractor 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 Contractor shall

EXHIBIT N

be responsible for the accuracy and quality of any sub-contractor's work.

1.8 The Contractor 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. Contractor 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.

1.9 The Contractor acknowledges that it shall enforce and comply with all applicable Occupational Safety and Health Administration standards (OSHA) for this Project in effect as of the date of the execution of this Agreement, or as otherwise promulgated by OSHA in the future taking effect during the pendency of this Project. Contractor shall enforce all such standards and ensure compliance thereto as to its own agents and employees, and as to the agents and employees of any sub-contractor throughout the course of this Project. Contractor is solely responsible for enforcing and complying with all applicable safety standards and requirements on this Project, and is solely responsible for correcting any practices or procedures which do not comply with the applicable safety standards and requirements for this Project. Any Project specific safety requirements applicable to this Project must be followed by Contractor and any sub-contractor(s) on the Project. Additionally, all such safety requirements shall be made a part of any sub-contractor agreement.

1.10 The Contractor shall submit to the City a progress report each month this Agreement is in effect. The report shall include the following items:

- a) A summary of the Contractor's project activities, and any sub-contractor project activities that have taken place during the invoice period;
- b) A summary of the Contractor's project activities and any sub-contractor project activities, that shall take place during the next invoice period;
- c) A list of outstanding items due to or from the City; and
- d) A status of the Project schedule.

1.11 The Contractor shall perform the work required under this Agreement pursuant to high quality industry standards expected by the City. The Contractor shall apply for and receive all appropriate permits before performing any work in the City. The Contractor shall also provide the appropriate permit drawings for Building Permits to be issued for the Project, if said permits are obligated by the Project. The City will assist the Contractor with obtaining the appropriate building and right-of-way permits.

1.12 The Contractor shall provide drawings of record, in the following 3 electronic formats for all locations where equipment has been installed and/or work has been performed. The electronic formats required by this Section 1.12 are Auto Cad Version 2007, ArcView and PDF.

1.13 Contractor recognizes that proper cleanup and removal of construction debris is an

EXHIBIT N

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

1.14 To the extent that there is any conflict between a provision specified in this Agreement, with a provision specified in any of the other Contract Documents, as defined in Section 1.15, this Agreement shall control. The City and the Contractor may amend this Section 1.14 as provided by Section 15 herein.

The Contractor acknowledges and agrees that the City has no retained control over any of the Work done pursuant to this Agreement, and that the City is expressly exempt from the retained control exception as defined in the Restatement of Torts, Second, Section 414. This provision shall survive completion, expiration, or termination of this Agreement.

1.15 The Contract Documents for this Project consist of:

- a) This Agreement;
- b) The City's RFP/RFQ, and the plans, specifications, general conditions, drawings addenda, and modifications thereto;
- c) The Contractor's response to the RFP/RFQ/Bid;
- d) Other exhibits and schedules, if any, listed in this Agreement;
- e) Amendments or Other Contract Documents, if any; and
- f) Amendments/Modifications to this Agreement issued after execution thereof.

1.16 As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and sub-contractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

2 Standard Certifications

Contractor acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement is a material requirement and condition of this Agreement. By executing this Agreement, Contractor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to sub-contractors used on this Agreement. Contractor shall include these Standard Certifications in any sub-contract used in the performance of the Agreement.

EXHIBIT N

If this Agreement extends over multiple fiscal years, Contractor and its sub-contractors shall confirm compliance with this section in the manner and format determined by the City by the date specified by the City and in no event later than January 1 of each year that this Agreement remains in effect.

If the City determines that any certification in this section is not applicable to this Agreement, it may be stricken, subject to sole approval by the City, without affecting the remaining subsections.

2.1 As part of each certification, Contractor acknowledges and agrees that should Contractor or its sub-contractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement may be void by operation of law,
- the City may void the Agreement, and
- Contractor and its sub-contractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

2.2 By signing this Agreement, the Contractor certifies that it has not been barred from being awarded a contract with a unit of State or local Government as a result of bid rigging or bid rotating or similar offense, nor has it made any admission of guilt of such conduct that is a matter of public record. (720 ILCS 5/33 E-3, E-4).

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

2.4 During the term of this Agreement, the Contractor 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.

2.5 The Contractor 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

EXHIBIT N

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 Contractor'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.

2.6 In accordance with the Steel Products Procurement Act (30 ILCS 565), Contractor 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.

2.7 Contractor 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.

2.8 If Contractor, or any officer, director, partner, or other managerial agent of Contractor, 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, Contractor certifies at least five years have passed since the date of the conviction.

2.9 Contractor certifies that if more favorable terms are granted by Contractor 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 will be applicable under this Agreement.

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

2.11 The Contractor certifies that all Design Professionals performing the Work under this Agreement will ensure that the Project shall be designed in conformance with the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, *et seq.*, and all regulations promulgated thereunder. Design Professional means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services under the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), the Professional Engineering Practice Act of 1989 (225 ILCS 325/), the Structural Engineering Licensing Act of 1989 (225 ILCS 340/), or the Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/).

2.12 The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement. The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et. seq.*, Title VII of the Civil Rights Act of 1964, and the Illinois Prevailing

EXHIBIT N

Wage Act, 820 ILCS 130/0.01 *et. seq.*

3 Additional Services/Change Orders

3.1 If the representative of the City responsible for the Project verbally requests the Contractor to perform additional services, the Contractor shall confirm in writing that the services have been requested and that such services are additional services. Failure of the City to respond to the Contractor's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed a rejection of, and refusal to pay for the additional services. Contractor shall not perform any additional services until City has confirmed approval of said additional services in writing. If authorized in writing by the City, the Contractor shall furnish, or obtain from others, additional services of the following types, which shall be paid for by the City as set forth in Section 9 of this Agreement:

- a) Additional Services due to significant changes in scope of the Project or its design, including, but not limited to, changes in size, complexity or character of construction, or time delays for completion of work when such delays are beyond the control of the Contractor;
- b) Revisions of previously approved studies, reports, design documents, drawings or specifications;
- c) Preparation of detailed renderings, exhibits or scale models for the Project;
- d) Investigations involving detailed consideration of operations, maintenance and overhead expenses for the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor, and material audits or inventories required for certification of force account construction performed by the City;
- e) Services not otherwise provided for in this Agreement.

3.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Contractor, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibits A, B, C, and D that cause the total Compensation due Contractor under this Agreement to exceed \$25,000 or more, or increase or decrease the contract duration by more than 30 days are subject to approval by the Evanston City Council. These actions must be addressed either in a written Change Order or in a written amendment to this Agreement approved by both parties.

3.3 Contractor acknowledges and agrees that the Public Works Construction Change Order Act, 50 ILCS 525/1 *et seq.* shall apply to all Change Orders for the Project. It is expressly understood and agreed to by Contractor that it shall not be entitled to any damages or Compensation from the City on account of delay or suspension of all or any part of the Work. Contractor acknowledges that delays are inherent in construction projects and Contractor assessed that risk and fully included that risk assessment within its contract sum specified in its Response to the City Bid

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for this Project. The City shall not compensate Contractor for work that is more difficult than the contract sum specified in its Response would reflect. Delays to minor portions of the Work will not be eligible for extensions of time.

Delays to the Project caused by labor disputes or strikes involving trades not directly related to the Project, or involving trades not affecting the Project as a whole will not be eligible for an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor first furnishes to the City documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

In addition to any other changes requested by City (as described in Sections 3.1 and 3.2), the Company shall be entitled to request (and the City may grant) Change Orders with respect to:

- (a) The City-caused delays;
- (b) Change in Law;
- (c) Force Majeure Events.

The foregoing events shall entitle the Contractor to a change in the Compensation for this Project, if the Contractor demonstrates that it will unavoidably incur reasonable costs as a result thereof and the Contractor provides reasonable and detailed documentary support with respect to any such price impact.

The parties agree to reasonably confer regarding any such disputes with respect to the issuance of a Change Order.

Any payment for compensable delay will only be based upon actual costs excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss.

All Contractor Change Orders authorized under this Section 3 shall be made in writing. In remitting a Change Order, the Contractor must first show in writing that:

- (a) The work was outside the scope of this Agreement,
- (b) The extra work was not made necessary due to any fault of Contractor;
- (c) The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed;
- (d) The change is germane to the original Agreement; and
- (e) The Change Order is in the best interest of the City and authorized by law.

Any person who fails to first obtain the City's written authorization for a Change Order commits a Class 4 felony. The written determination and the written Change Order resulting from

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that determination shall be preserved in the contract's file which shall be open to the public for inspection.

The City reserves all rights and causes of action, at law or equity, to seek redress against entities or persons who violate the requirements of this Section 3. By initialing below, Contractor hereby acknowledges that it is bound by this Section 3.

Contractor's Initials:



3.4 The Contractor is required to include the City of Evanston as a reference whenever and wherever the Contractor provides references for similar projects for a period of one (1) year from the date of Final Acceptance by the City of the Work for this Project.

4 Bonds

4.1 Before the Scheduled Construction Commencement Date, the Contractor is required to furnish unconditional performance and payment bonds in the amount of 100% of the Compensation as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor's obligations under this Agreement. Each surety providing the Bonds must have a Best's rating not less than A/X and be licensed in Illinois and shall be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service, at www.fms.treas.gov/c570/c570.html. All Bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. It shall be the duty of the Contractor to advise the surety or sureties of any Change Orders that result in an increase to the Compensation and to ensure that the amounts of the Bonds are updated to reflect and cover any such increases throughout the course of the Project. The cost of such Bonds shall be included within the Compensation.

4.2 If the surety behind any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State or it ceases to meet any of the requirements of this Contract, the Contractor shall, within [5] five days thereafter, substitute another Bond of equivalent value and surety, both of which must be acceptable to the City. In addition, no further progress payments under the Agreement will be made by the City until the Contractor complies with the provisions of this Agreement. The Contractor shall furnish to the City proof of any required bonds and proof of required insurance as one of the conditions precedent to payment under the Agreement. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment or performance of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or authorize a copy to be furnished. All surety Bonds provided for in this Section shall incorporate by reference this Agreement, and any language that may be in any such surety Bond which conflicts with the provisions of this Agreement that define the

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scope of the surety('s) duty(ies) shall be of no force and effect.

5 Liquidated Damages in the Event Contractor Fails to Complete the Work

5.1 The parties agree that failure of Contractor to timely complete the Work required by this Agreement constitutes a default. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that for each calendar day after written notice is delivered to Contractor and Contractor fails to cure such default, that Contractor will pay City, as and for liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars per day**. Contractor shall reimburse the City for all costs, expenses and fees (including, without limitation, attorneys' fees), if any, paid by the City in connection with such written demand by City. Contractor stipulates and agrees that the sums payable by Contractor under this Section are reasonable under the circumstances existing as of the execution of this Agreement. This Section 5.1 is not intended to limit any direct damages that may be recoverable by City related to the Contractor's failure to complete the Work in accordance with this Agreement. There shall be no early completion bonus if the Work is completed before the substantial completion date. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before the substantial completion date.

6 The City's Responsibilities

6.1 The City may evaluate the Contractor's and any sub-contractor's performance (interim and final). Timeliness in meeting the Project schedule and the overall relationship with the Contractor are factors that will be considered in the Contractor's performance rating. An unfavorable performance rating may be a factor when future assignments are being considered.

6.2 The City makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Contractor which were generated or provided by third parties.

7 Period of Service

7.1 The Contractor shall commence work on the Project after supplying the City with the Contractor's performance and payment bonds and all required insurance documents before starting its Work on this Project. The City shall determine when the Contractor has completed the Work required pursuant to this Agreement, and shall determine the date of Final Acceptance. Contractor recognizes time is of the essence regarding its performance on this Project. Contractor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

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7.2 Each phase of the project shall be completed in accordance with the activities outlined in the City's RFQ/RFP/Bid 23-06, Exhibit A. Project phases include:

7.2.1 Phase X: *[Phase name here.]*

7.2.2 Phase X: *[Phase name here.]*

7.2.3 Phase X: *[Phase name here.]*

8 Payment for Services and Reimbursements

8.1 Within the first five (5) business days of each month, the Contractor shall invoice the City for Work completed during the previous month. The Contractor shall provide a detailed invoice that relates invoiced items to the Contractor's response to **Bid 23-06** in both quantity and unit cost. Any discrepancies in the monthly invoice shall be promptly brought to the attention of the Contractor by the City Project Manager and efforts shall be made to promptly resolve said discrepancies between the City and Contractor. In the event the City and Contractor cannot resolve invoice discrepancies, items in dispute will be removed from the invoice and the City shall approve the remainder of the invoice. Payment will be made as soon as possible following the City Council meeting in which the item appeared on the bills list, and in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois.

8.2 In the event of termination by the City of this Agreement pursuant to paragraph 9.1 after completion of any phase of the basic services, fees due the Contractor for services rendered through such phase shall constitute final payment for such services, and no further fees shall be due to the Contractor. In the event of such termination by the City during any phase of the basic services, the Contractor shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination.

8.3 The City shall have the right to withhold payment to the Contractor due to the quality of a portion or all of the work performed hereunder which is not in accordance with the requirements of this Agreement, or which is unsatisfactory, or is due to the Contractor's failure or refusal to perform any of its obligations hereunder. Compensation in excess of the total contract amount specified in this Agreement will not be allowed unless justified in the City's sole judgment and authorized in advance as provided for in Section 3 of this Agreement. Compensation for improper performance by the Contractor is disallowed.

8.4 Upon completion of the Work performed by the Contractor, prior to the submission of a request for final payment, the City and Contractor shall perform a final acceptance test and review of the Work performed and/or equipment installed pursuant to the Agreement. A punch list of items outstanding will be jointly developed by the City and Contractor. In addition, the Contractor shall submit drawings of record for the Project for the City to approve. The Contractor shall promptly resolve all punch list items to the satisfaction of the City, and shall transmit to the City in writing confirmation that all punch list items have been resolved. The City will review, and the Contractor shall modify, as necessary, any drawings of record to the satisfaction of the City. Punch list items and drawings of record must be approved by the City prior to the Contractor submitting its final invoice for payment.

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8.5 The Contractor shall submit an Affidavit and a final waiver of its lien, and all final waivers of liens of any sub-contractors, suppliers, and sub-sub-contractors, if applicable, with its final invoice, stating that all obligations incurred in performance of the professional services have been paid in full. The Affidavit will also include a statement stating that the professional services were performed in compliance with the terms of the Agreement. The Affidavit and all final lien waivers shall be on a form acceptable to the City.

8.6 All Project invoices shall be sent to:

Evanston Public Library
Attn: John Devaney
1703 Orrington Avenue
Evanston, Illinois 60201

with a copy to:

City of Evanston – Linda Thomas
2100 Ridge Avenue
Evanston, Illinois 60201

9 Notice and Cure/Termination

9.1 In furtherance of Contractor's Work on this Project, the City and the Contractor agree that the following Notice and Cure provision in this Section 9.1 shall apply during the duration of Contractor's work on this Project, in addition to the reserved rights of the City enumerated in this Agreement as follows:

- 5.1 Liquidated Damages;
- 8.3 City's right to withhold payment;
- 16.2 Contractor's duty to revise and correct errors; and
- 16.3 Contractor's duty to respond to City's notice of errors and omissions.

The City may notify Contractor of its intent to terminate this Agreement within (7) seven calendar days of issuance by the City of written notice to Contractor's Project Manager regarding defects in the Project or in Contractor's Work. The City shall specify any such nonconforming Work or defects in the Project in its notice to Contractor under this Section 9.1. Contractor will have the opportunity to cure the non-conforming Work within (7) seven calendar days after receipt of the written notice issued by the City. All such curative work done shall be performed and completed to the City's satisfaction. Nothing in this Section 9.1 shall otherwise affect the City's right to exercise its rights in Section 9.2.

9.2 The City shall have the right to terminate this Agreement upon fifteen (15) days written notice for any reason. Mailing of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of receipt.

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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.

9.3 Within thirty (30) days of termination of this Agreement, the Contractor 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, ArcView, PDF, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Work herein. Upon receipt of said items, the Contractor shall be paid for labor and expenses incurred to the date of termination as provided in Section 8.2. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination. No lien shall be filed by the Contractor in the event of a termination of this Agreement by the City.

9.4 If, because of death or any other occurrence, including, but not limited to, Contractor becoming insolvent, it becomes impossible for any principal or principals of the Contractor to render the services set forth in this Agreement, neither the Contractor, nor its surviving principals shall be relieved of their obligations to complete the professional services. However, in the event of such an occurrence, the City at its own option may terminate this Agreement if it is not furnished evidence that competent professional services can still be furnished as scheduled.

9.5 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 to terminate this Agreement without prior written notice.

10 Insurance

10.1 The Contractor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or sub-contractors. Contractor acknowledges and agrees that if it fails to comply with all requirements of this Section 10, the City may void the Agreement.

The Contractor must give to the City Certificates of Insurance identifying the City to be an Additional Insured for all Work done pursuant to this Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate(s) of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 10 shall have no force and effect.

After award of the Contract to Contractor (contracts over \$500,000 in value or if the project is deemed high risk) the Contractor **shall** give the City a certified copy (ies) of the insurance policy (ies) evidencing the amounts set forth in Section 10.2, and copies of the Additional Insured

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endorsement to such policy (ies) which name the City as an Additional Insured for all Work done pursuant to this Agreement before Contractor does any Work pursuant to this Agreement. Contractor'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 the City. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

The policies and the Additional Insured endorsement must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. The Contractor shall require and verify that all sub-contractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.2 Contractor 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 Contractor, and insuring Contractor against claims which may arise out of or result from Contractor's performance or failure to perform the Services hereunder:

- a) Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars (\$500,000);
- b) Comprehensive general liability coverage which designates the City as an additional insured for not less than three million dollars (\$3,000,000) combined single limit for bodily injury, death and property damage, per occurrence;
- c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and

Contractor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases the Contractor and its sub-contractors from the requirements set forth herein.

Contractor 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. Contractor expressly agrees that its insurance coverage is required to be primary by this Agreement, that its insurance coverage shall be on a primary and non-contributory basis, and that it and its insurance carrier are estopped from denying such coverage is primary. In the event Contractor fails to

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purchase or procure insurance as required above, the parties expressly agree that Contractor 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 Contractor.

11 Indemnification

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

11.2 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 Contractor 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, Contractor 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 Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor 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, Contractor 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 Contractor 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.

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

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11.4 All provisions of this Section 11 shall survive completion, expiration, or termination of this Agreement.

12 Drawings and Documents

12.1 Any drawings, survey data, reports, studies, specifications, estimates, maps, plans, computations, and other documents required to be prepared by the Contractor for the Project shall be considered Works for Hire and the sole property of the City.

12.2 The Contractor and its sub-contractor shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the City and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the City and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this Subsection shall establish a presumption in favor of the City for recovery of any funds paid by the City under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

13 Successors and Assigns

13.1 The City and the Contractor each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Contractor.

14 Force Majeure

14.1 Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:

- a) Acts of nature;
- b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;
- c) Acts of war;
- d) Acts of civil or military authority;
- e) Embargoes;

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- f) Work stoppages, strikes, lockouts, or labor disputes;
- g) Public disorders, civil violence, or disobedience;
- h) Riots, blockades, sabotage, insurrection, or rebellion;
- i) Epidemics or pandemics;
- j) Terrorist acts;
- k) Fires or explosions;
- l) Nuclear accidents;
- m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
- n) Major environmental disturbances; or
- o) Vandalism.

If a delay is caused by any of the *force majeure* circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of *force majeure* shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

15 Amendments and Modifications

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

16 Standard of Care & Warranty

16.1 The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with generally accepted professional standards applicable to the Work for this Project. The Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.

16.2 The Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Contractor's professional services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions. If a Contractor has provided the City with specifications for this Project which are determined to be incorrect or which require revision during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Contractor shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Contractor shall promptly reimburse the City for the reasonable costs associated with the preparation and dissemination of said corrections or revisions to appropriate parties, including but not limited to preparation of the corrected or revised documents, and printing and distribution costs.

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16.3 During the pendency of its Work on this Project, the Contractor shall respond to the City's notice of any errors or omissions within twenty-four (24) hours. The Contractor shall be required to promptly visit the Project site(s) if directed to by the City.

16.4 The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

16.5 Contractor guarantees and warrants to the City that:

- a) All materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted by the Contract Documents;
- b) The Work of this Agreement shall be free from defects which are not inherent in the quality required; and
- c) The Work shall comply with the requirements set forth in the Contract Documents.

This warranty and guarantee shall be for a period of one (1) year from the date of completion and Final Acceptance of the Work by the City, or as otherwise provided in the Contract Documents.

If, within the one year warranty period, after the Contractor has received a final payment under this Agreement, any of the Work is found to be not be in accordance with the requirements of this Agreement, or where defects in materials or workmanship may appear, or be in need of repair, the Contractor shall correct non-conforming and/or defective work or materials promptly after receipt of written notice from the City. Contractor shall immediately at its own expense repair, replace, restore, or rebuild any such Work. This remedy is in addition to any other legal or equitable remedies the City may have under this Agreement or the law.

This guarantee and warranty shall not relieve Contractor of liability for latent defects, and shall be in addition to the City's rights under the law or other guarantees or warranties, express or implied.

16.6 The provisions of this Section 16 shall survive the completion, expiration or termination of this Agreement.

17 Savings Clause

17.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

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18 Non-Waiver of Rights

18.1 No failure or delay by the City to exercise any power given to it hereunder or to insist upon strict compliance by Contractor with its obligations hereunder, nor any payment made by the City under this Agreement, shall constitute a waiver of the City's right to demand strict compliance with the terms hereof, unless such waiver is in writing and signed by the City.

19 Entire Agreement

19.1 This Agreement 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.

20 Governing Law

20.1 This Agreement shall be construed in accordance with and subject to the laws and rules of the City of Evanston and the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement.

21 Ownership of Contract Documents

21.1 Contractor is specifically prohibited from using in any form or medium, the name or logo of the City for public advertisement, unless expressly granted written permission by the City. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with this Project is not to be construed as publication in derogation of the City's reserved rights.

22 Notice

22.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this Subsection:

Evanston Public Library
Project Manager – John Devaney Bid 23-06
1703 Orrington Avenue
Evanston, Illinois 60201

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if to the Contractor:

Imperial Lighting Maintenance Company
Project Manager - Ryan Richter Bid 23-06
Imperial Lighting Maintenance Company
4555 North Elston Ave. Chicago, IL 60630

22.2 Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

23 Severability

23.1 Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

24 Execution of Agreement

24.1 This Agreement shall be signed last by the City Manager.

25 Counterparts

25.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

26 Authorizations

26.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its bylaws to execute this Agreement on its behalf. The City Manager affirms that he/she has been lawfully authorized to execute this Agreement. The Contractor and the City shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

27 Time of Essence

27.1 Time is of the essence with respect to each provision hereof in which time is a factor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives. The effective date of this Agreement will be the date this Agreement is signed by the City Manager.

CONTRACTOR

By: 

Name: Cary Mendelsohn

Its: President

Date: 3/14/23

Evanston Public Library

By: _____

Heather Norborg

Its: Interim Executive Library Director

Date: _____

Approved as to form:

By: _____

Nicholas E. Cummings

Its: Corporation Counsel

Revision: April 2021

EXHIBIT N

EXHIBIT O

BID BOND SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID BOND SUBMITTAL



BID SUBMITTAL NUMBER: BID # 23-06

BID SUBMITTAL NAME: Main Library LED Lighting Upgrade

BID SUBMITTAL DUE DATE/TIME: 2:00 P.M., Tuesday, March 14, 2023

COMPANY NAME: Imperial Lighting Maintenance Company

COMPANY ADDRESS: 4555 North Elston Ave. Chicago, IL 60630

COMPANY TELEPHONE #: 773-794-1150



If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

The original bid bond (in the amount of 5% of the original bid amount) must be mailed within ten (10) days after the bid due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number; which sum shall be forfeited in case the successful bidder fails to enter into a binding contract and provide a properly executed contract and surety bond within 15 days after the date the contract is awarded by the City.

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Ogni, Inc.
140 E Commercial St. Ste 1
Wood Dale, IL 60191

OWNER:

(Name, legal status and address)

City of Evanston
1703 Orrington Ave,
Evanston, IL 60201

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: 5% of total price of bid

PROJECT:

(Name, location or address, and Project number, if any)

Evanston Public Library, 1703 Orrington Avenue, Evanston, IL 60201
Bid: #23-06 Main Library LED Lighting Upgrade

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 requirement 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 13th day of March, 2023.

James B. Quinn

(Witness)

MES

(Witness)

Ogni, Inc.

Ch. Eza

(Principal)

(Seal)

President

(Title)

Travelers Casualty and Surety Company of America

Sonia Travolta

(Surety)

(Seal)

Sonia Travolta - Attorney in Fact

(Title)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SONIA A TRAVOLTA** of **DEERFIELD**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

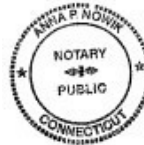
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of March, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

EXHIBIT A – BID FORM
For
MAIN LIBRARY LED LIGHTING UPGRADE

(BID #23-06)

1.01 BID TO:

THE CITY OF EVANSTON/EVANSTON PUBLIC LIBRARY

2100 Ridge Avenue
Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

Ogni Inc.

(Hereinafter call "BIDDER")

140 E Commercial St, Suite 1, Wood Dale, IL 60191.

Address

708-236-9411

Telephone Number

708-236-9412

Fax Number

1.03 BID FOR: **MAIN LIBRARY LED LIGHTING UPGRADE**

1.04 ACKNOWLEDGEMENT:

A. The Bidder, in compliance with the Invitation for Bids, having carefully examined the Drawings and Project Manual with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby PROPOSES to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the Project in accordance with all the plans, specifications and

related Contract Documents as prepared by the City of Evanston/Evanston Public Library.

- B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. 1 Dated 03/07/2023

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

1.05 GENERAL STATEMENTS

- A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
- B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.
- C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
- D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.
- E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.
- F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

- A. When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.

1.07 ALLOWANCE

- A. The allowance is general and should be used in the event that any unforeseen condition is discovered. After discovering the unforeseen condition, the contractor shall submit a Found Condition Report (FCR) and an Authorization to Use Allowance (AUA) to the Consultant. The Consultant will then notify the Owner and both the Owner and the Consultant will view the unforeseen condition to determine if the work will be authorized. Under no circumstances shall the contractor move forward with the work in question nor shall the contractor expend allowance without an approved AUA. At the end of the project, unspent allowance shall be credited to owner via change order.

1.08 AGREEMENT

- A. In submitting this Bid, the undersigned agrees:
 - 1. To hold this Bid open for sixty (60) days from submittal date.
 - 2. To enter into and execute a Contract with the Owner within ten (10) days after receiving Notice of Award from the Owner.
 - 3. To accomplish the work in accordance with the Contract Documents.
 - 4. To complete the work by the time stipulated in the General Conditions
- B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.09 SCHEDULE

- A. See General Conditions for required schedule of completion dates.

1.10 PROPOSED PRICES

- A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

BASE BID AMOUNT: \$ 201,705

ALLOWANCE (ADDITIONAL WORK – GENERAL): \$ 10%

TOTAL BASE BID AMOUNT: \$ 224,117

1.11 UNIT PRICING LIST

The undersigned submits the following UNIT PRICING LIST to be performed as shown on the Plans and/or described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required

to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. In the event of a change to the contract the contractor shall be limited to markup percentages as indicated in Section 01028, 1.05, A. Bidders shall examine plans and determine actual work items and quantities for the work involved for bid analysis by the Owner.

SEE ATTACHED SHEET

Item	Description	Unit	Base Bid Quantity	Add Cost *	Deduct Cost **
1	TO BE COMPLETED BY CONSULTANT	XX	XX	\$	\$

* Add costs to be provided by Bidder

** Deduct costs to be provided by Bidder

1.12 BID SECURITY

If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

- A. The City of Evanston Civic Center is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number.
- B. Accompanying this electronic submittal is a scanned copy of a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston/Evanston Public Library.

The amount of the check or draft is: \$ 16,000

If this bid is accepted and the undersigned shall fail to execute a contract and contract bond as required it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract

bond; otherwise said check or draft shall be returned to the undersigned.

In the event that one check or draft is intended to cover two or more bids, the amount must be equal to the sum of the project proposal guarantees of the individual sections covered.

If the check or draft is placed on another project proposal, state below where it may be found, as follows: The check or draft will be found in the project proposal for:

_____.

1.13 PERFORMANCE/PAYMENT BOND

The undersigned bidder agrees to provide Performance Bond and Payment Bond executed in accordance with Contract Performance Bond form furnished by and acceptable to the Owner written with _____

_____ in the amount of 100% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

Cost of bond for change order is _____ percent of change order cost.

1.14 LIQUIDATED DAMAGES

The undersigned Bidder understands and agrees to the provisions stated under "LIQUIDATED DAMAGES" in the General Conditions and shall be assessed at the specified daily rate for each calendar day or partial calendar day until completion as defined herein.

1.15 MATERIAL SUBSTITUTION SHEET

The following is a schedule of substitute materials I propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitution below will be indicated prior to signing of Contracts.

<u>PRODUCT NAME AND/OR MANUFACTURER</u>	<u>ADD</u>	<u>DEDUCT</u>
---	------------	---------------

NO SUBSTITUTIONS

1.16 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

Notary Public

Commission Expires: _____

B. PARTNERSHIP

Signature of All Partners: _____

Name (typed or printed)

Name (typed or printed)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

Commission Expires: _____

Notary Public

C. CORPORATION

Signature of Authorized Official: Charles Engasser

Title: President

Name above (typed or printed): Charlie Engasser

(If other than the president, attach a certified copy of that section of corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the Corporation.)

(Corporate Seal)

Attest: _____

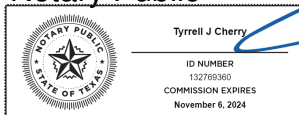
Secretary
State of Texas | County of Brazoria

SUBSCRIBED AND SWORN to before me this 14th day of March, 20 23

Notary Public

Commission Expires: 11/06/2024

Notarized online using audio-video communication



1.17 DISCLOSURE

- A. The undersigned duly sworn deposes and says on oath that the bidder has withheld no disclosures of ownership interest and the information provided herein to the best of its knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

Bidder: Ogni Inc.

Business Address: 140 E Commercial St, Suite 1

Wood Dale, IL 60191.

Telephone Number: 708-236-9411

1.18 CONTACTS

- A. In the event the Evanston City Council approves this bid response, list the name, address, telephone, and fax number of the person to be contacted:

Bidder: Charlie Engasser

Address: 140 E Commercial St, Suite 1

Wood Dale, IL 60191.

Telephone Number: 708-236-9411

Fax Number: 708-236-9412

1.19 REFERENCES

A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. Name: Sherman Plaza Garage Lighting
Address: Evanston, IL
Contact Person: Shane Cary
Phone: 847-859-7876
Contract Value: \$292,288
Contract Dates: 2019
2. Name: Lakeville School District
Address: Lakeville, MN
Contact Person: Andrew Nordstrom, Nord4599@isd194.org
Phone: 651-341-9115
Contract Value: \$1,782,015
Contract Dates: 2020
3. Name: Oregon Community Unit School District
Address: 206 S 10th Street, Oregon, IL 61069
Contact Person: Bill Nesemeier, bnesemeier@ocusd.net
Phone: 815-732-5300
Contract Value: \$980,000
Contract Dates: 2017

Item	Description/ Model	Unit	Base Bid Quantity	Add Cost	Rebates Deduct Cost
1	8" LED Trim Kit (Indoor/Outdoor: 40K) 120-277V DIM. CR8RLMCCT	\$180	564	\$101,388	
2	4 Lamp 4ft TLED 40K Philips 8.9W 4000K TLED Type A/C - 565606 w/ Driver ICN4P16TLEDN35M	\$148	381	\$56,409	
3	2x2 EvoKit Click SWZ 40K - PLENUM RATED. 114066 - EVOKIT HE 2X2 31L 20W 840 SWZCS GT5	\$256	253	\$64,877	
4	2 Lamp 4ft TLED 40K w/ Driver. Philips 8.9W 4000K TLED Type A/C - 565606 w/ Driver ICN4P16TLEDN35M	\$123	218	\$26,916	
5	26W Corncob LED 40K. 559674 27CC/LED/840/ND E26 G2 BB 6/1	\$141	121	\$17,007	
6	1 Lamp 4ft TLED 40K w/ Driver. Philips 8.9W 4000K TLED Type A/C - 565606 w/ Driver ICN4P16TLEDN35M	\$114	121 172	\$19,602	
7	A19 LED 40K. 545897: 8.8A19/PER/940/P/E26/DIM 6/1FB T20	\$91	20	\$1,819	
8	1 Lamp 4ft HE T5 TLED 40K. 476515: 14T5HE/46-840/IF21/G/DIM 10/1 w/ Ballast ICN2S28T35M	\$126	38	\$4,784	
9	10" LED Trim Kit (Indoor/Outdoor: 40K) 120-277V DIM. CR10RLMCCT	\$187	26	\$4,862	
10	4 Lamp 4ft HO T5 TLED 40K 467142: 24T5 LED/HO/48-4000 IF 10/1 w/ Driver. ICN-4S24-TLED-90C-2LS-G	\$212	12	\$2,549	
11	1 Lamp 3ft TLED 40K 539874: 8.5T8/MAS/36-840/IF14/P 10/1 w/ Driver ICN3S28T35M	\$116	10	\$1,161	
12	Keene Exterior 50W Wallpack 50K. LPW16-50-NW-G3-3-120-PCB-BZ	\$491	6	\$2,946	
13	Emergency drivers for the - 8" LED Trim Kit (Indoor/Outdoor: 40K) 120-277V DIM. ZIS25W	\$425	5	\$2,123	
14	Wall Mounted Occupancy Sensor. RRW600UTC	\$125	5	\$623	
15	2 Lamp 4ft HO T5 TLED 40K 467142: 24T5 LED/HO/48-4000 IF 10/1 w/ Driver. ICN2S24-TLED-90C-N: 2-lamp T5 HO LED Driver	\$174	2	\$348	
16	Ineract Pro Wireless Gateway. LCN1840/05	\$1,516	2	\$3,032	
19	ComEd incentive (total including bonuses)		1		\$86,329

Response to RFP

Main Library LED Lighting Upgrade

Presented by:



140 E Commercial St, Suite 1
Wood Dale, IL, 60191

03/14/2023

Cover Letter

Dear Linda Thomas,

Thank you for the opportunity, to respond to your RFP for the Main Library LED Lighting Upgrade. Ogni Inc. is perfectly suited to deliver high-quality materials and services to meet the requirements of the City of Evanston. Ogni Inc. has a proven track record of excellent service to our customers, delivering lighting products, energy consulting, and rebate management solutions tailored to suit your needs.

Our company has previously worked on projects for Government, Universities, and commercial sector clients, providing funding recommendations that result in significant initial upfront cost savings through available incentives in addition to millions of dollars in energy and operational cost savings.

Ogni will also provide expert knowledge and support on market trends to help prioritize and evaluate projects based on energy consumption, upfront costs, grant terms, and timelines.

We have a clear understanding of your requirements for this project based on the RFP documents. We are experienced and adaptable in our work and can give the most beneficial partnership to the City of Evanston. Our organization values hard work, honesty, and integrity and those values will be exhibited through our work together.

- 1. We hereby acknowledge Addendum #1 has been received for this Bid.**
- 2. A Bid Bond of 5% has been included in this bid proposal.**
- 3. Permit fees are not included in the Bid Amount.**
- 4. We noticed the project is Tax Exempt and therefore, we've not included any tax in the bid value submitted.**
- 5. We have successfully executed a project in Evanston, Illinois (Sherman Plaza Garage Lighting) and Lakeville, Minnesota (Lakeville School District) that involved comprehensive control commissioning work.**
- 6. We hereby submit our bid in accordance with the provided schedule.**
- 7. We hereby Submit our Bid on consideration the possibility of reusing the existing sockets**

We look forward to providing you with exceptional service under this partnership and to exceeding your expectations. Please contact me directly with any further questions. We thank you for your consideration.

Sincerely,



James B. Alwin, PE

Engineering/Marketing Manager

Ogni Inc

140 E Commercial St, Suite 1, Wood Dale, IL, 60191

Tel: 630-222-7260

Fax: 708-236-9412

Email: JBA@ognigroup.com

EXHIBIT A – BID FORM
For
MAIN LIBRARY LED LIGHTING UPGRADE

(BID #23-06)

1.01 BID TO:

THE CITY OF EVANSTON/EVANSTON PUBLIC LIBRARY
2100 Ridge Avenue
Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

Ogni Inc.

(Hereinafter call "BIDDER")

140 E Commercial St, Suite 1, Wood Dale, IL 60191.

Address

708-236-9411

Telephone Number

708-236-9412

Fax Number

1.03 BID FOR: **MAIN LIBRARY LED LIGHTING UPGRADE**

1.04 ACKNOWLEDGEMENT:

A. The Bidder, in compliance with the Invitation for Bids, having carefully examined the Drawings and Project Manual with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby PROPOSES to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the Project in accordance with all the plans, specifications and

related Contract Documents as prepared by the City of Evanston/Evanston Public Library.

- B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. 1 Dated 03/07/2023

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

1.05 GENERAL STATEMENTS

- A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
- B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.
- C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
- D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.
- E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.
- F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

- A. When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.

1.07 ALLOWANCE

- A. The allowance is general and should be used in the event that any unforeseen condition is discovered. After discovering the unforeseen condition, the contractor shall submit a Found Condition Report (FCR) and an Authorization to Use Allowance (AUA) to the Consultant. The Consultant will then notify the Owner and both the Owner and the Consultant will view the unforeseen condition to determine if the work will be authorized. Under no circumstances shall the contractor move forward with the work in question nor shall the contractor expend allowance without an approved AUA. At the end of the project, unspent allowance shall be credited to owner via change order.

1.08 AGREEMENT

- A. In submitting this Bid, the undersigned agrees:
 - 1. To hold this Bid open for sixty (60) days from submittal date.
 - 2. To enter into and execute a Contract with the Owner within ten (10) days after receiving Notice of Award from the Owner.
 - 3. To accomplish the work in accordance with the Contract Documents.
 - 4. To complete the work by the time stipulated in the General Conditions
- B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.09 SCHEDULE

- A. See General Conditions for required schedule of completion dates.

1.10 PROPOSED PRICES

- A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

BASE BID AMOUNT: \$ 201,705

ALLOWANCE (ADDITIONAL WORK – GENERAL): \$ 10%

TOTAL BASE BID AMOUNT: \$ 224,117

1.11 UNIT PRICING LIST

The undersigned submits the following UNIT PRICING LIST to be performed as shown on the Plans and/or described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required

to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. In the event of a change to the contract the contractor shall be limited to markup percentages as indicated in Section 01028, 1.05, A. Bidders shall examine plans and determine actual work items and quantities for the work involved for bid analysis by the Owner.

SEE ATTACHED SHEET

Item	Description	Unit	Base Bid Quantity	Add Cost *	Deduct Cost **
1	TO BE COMPLETED BY CONSULTANT	XX	XX	\$	\$

* Add costs to be provided by Bidder

** Deduct costs to be provided by Bidder

1.12 BID SECURITY

If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

- A. The City of Evanston Civic Center is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number.
- B. Accompanying this electronic submittal is a scanned copy of a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston/Evanston Public Library.

The amount of the check or draft is: \$ 16,000

If this bid is accepted and the undersigned shall fail to execute a contract and contract bond as required it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract

bond; otherwise said check or draft shall be returned to the undersigned.

In the event that one check or draft is intended to cover two or more bids, the amount must be equal to the sum of the project proposal guarantees of the individual sections covered.

If the check or draft is placed on another project proposal, state below where it may be found, as follows: The check or draft will be found in the project proposal for:

_____.

1.13 PERFORMANCE/PAYMENT BOND

The undersigned bidder agrees to provide Performance Bond and Payment Bond executed in accordance with Contract Performance Bond form furnished by and acceptable to the Owner written with _____

_____ in the amount of 100% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

Cost of bond for change order is _____ percent of change order cost.

1.14 LIQUIDATED DAMAGES

The undersigned Bidder understands and agrees to the provisions stated under "LIQUIDATED DAMAGES" in the General Conditions and shall be assessed at the specified daily rate for each calendar day or partial calendar day until completion as defined herein.

1.15 MATERIAL SUBSTITUTION SHEET

The following is a schedule of substitute materials I propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitution below will be indicated prior to signing of Contracts.

<u>PRODUCT NAME AND/OR MANUFACTURER</u>	<u>ADD</u>	<u>DEDUCT</u>
---	------------	---------------

NO SUBSTITUTIONS

1.16 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

Notary Public

Commission Expires: _____

B. PARTNERSHIP

Signature of All Partners: _____

Name (typed or printed)

Name (typed or printed)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

Commission Expires: _____

Notary Public

C. CORPORATION

Signature of Authorized Official: Charles Engasser

Title: President

Name above (typed or printed): Charlie Engasser

(If other than the president, attach a certified copy of that section of corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the Corporation.)

(Corporate Seal)

Attest: _____

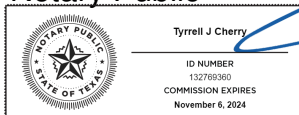
Secretary
State of Texas | County of Brazoria

SUBSCRIBED AND SWORN to before me this 14th day of March, 20 23

Notary Public

Commission Expires: 11/06/2024

Notarized online using audio-video communication



1.17 DISCLOSURE

- A. The undersigned duly sworn deposes and says on oath that the bidder has withheld no disclosures of ownership interest and the information provided herein to the best of its knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

Bidder: Ogni Inc.

Business Address: 140 E Commercial St, Suite 1

Wood Dale, IL 60191.

Telephone Number: 708-236-9411

1.18 CONTACTS

- A. In the event the Evanston City Council approves this bid response, list the name, address, telephone, and fax number of the person to be contacted:

Bidder: Charlie Engasser

Address: 140 E Commercial St, Suite 1

Wood Dale, IL 60191.

Telephone Number: 708-236-9411

Fax Number: 708-236-9412

1.19 REFERENCES

A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. Name: Sherman Plaza Garage Lighting
Address: Evanston, IL
Contact Person: Shane Cary
Phone: 847-859-7876
Contract Value: \$292,288
Contract Dates: 2019

2. Name: Lakeville School District
Address: Lakeville, MN
Contact Person: Andrew Nordstrom, Nord4599@isd194.org
Phone: 651-341-9115
Contract Value: \$1,782,015
Contract Dates: 2020

3. Name: Oregon Community Unit School District
Address: 206 S 10th Street, Oregon, IL 61069
Contact Person: Bill Nesemeier, bnesemeier@ocusd.net
Phone: 815-732-5300
Contract Value: \$980,000
Contract Dates: 2017

Item	Description/ Model	Unit	Base Bid Quantity	Add Cost	Rebates Deduct Cost
1	8" LED Trim Kit (Indoor/Outdoor: 40K) 120-277V DIM. CR8RLMCCT	\$180	564	\$101,388	
2	4 Lamp 4ft TLED 40K Philips 8.9W 4000K TLED Type A/C - 565606 w/ Driver ICN4P16TLEDN35M	\$148	381	\$56,409	
3	2x2 EvoKit Click SWZ 40K - PLENUM RATED. 114066 - EVOKIT HE 2X2 31L 20W 840 SWZCS GT5	\$256	253	\$64,877	
4	2 Lamp 4ft TLED 40K w/ Driver. Philips 8.9W 4000K TLED Type A/C - 565606 w/ Driver ICN4P16TLEDN35M	\$123	218	\$26,916	
5	26W Corncob LED 40K. 559674 27CC/LED/840/ND E26 G2 BB 6/1	\$141	121	\$17,007	
6	1 Lamp 4ft TLED 40K w/ Driver. Philips 8.9W 4000K TLED Type A/C - 565606 w/ Driver ICN4P16TLEDN35M	\$114	121 172	\$19,602	
7	A19 LED 40K. 545897: 8.8A19/PER/940/P/E26/DIM 6/1FB T20	\$91	20	\$1,819	
8	1 Lamp 4ft HE T5 TLED 40K. 476515: 14T5HE/46-840/IF21/G/DIM 10/1 w/ Ballast ICN2S28T35M	\$126	38	\$4,784	
9	10" LED Trim Kit (Indoor/Outdoor: 40K) 120-277V DIM. CR10RLMCCT	\$187	26	\$4,862	
10	4 Lamp 4ft HO T5 TLED 40K 467142: 24T5 LED/HO/48-4000 IF 10/1 w/ Driver. ICN-4S24-TLED-90C-2LS-G	\$212	12	\$2,549	
11	1 Lamp 3ft TLED 40K 539874: 8.5T8/MAS/36-840/IF14/P 10/1 w/ Driver ICN3S28T35M	\$116	10	\$1,161	
12	Keene Exterior 50W Wallpack 50K. LPW16-50-NW-G3-3-120-PCB-BZ	\$491	6	\$2,946	
13	Emergency drivers for the - 8" LED Trim Kit (Indoor/Outdoor: 40K) 120-277V DIM. ZIS25W	\$425	5	\$2,123	
14	Wall Mounted Occupancy Sensor. RRW600UTC	\$125	5	\$623	
15	2 Lamp 4ft HO T5 TLED 40K 467142: 24T5 LED/HO/48-4000 IF 10/1 w/ Driver. ICN2S24-TLED-90C-N: 2-lamp T5 HO LED Driver	\$174	2	\$348	
16	Ineract Pro Wireless Gateway. LCN1840/05	\$1,516	2	\$3,032	
19	ComEd incentive (total including bonuses)		1		\$86,329

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Ogni, Inc.
140 E Commercial St. Ste 1
Wood Dale, IL 60191

OWNER:

(Name, legal status and address)

City of Evanston
1703 Orrington Ave,
Evanston, IL 60201

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: 5% of total price of bid

PROJECT:

(Name, location or address, and Project number, if any)

Evanston Public Library, 1703 Orrington Avenue, Evanston, IL 60201
Bid: #23-06 Main Library LED Lighting Upgrade

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 requirement 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 13th day of March, 2023.

James B. Quinn

(Witness)

MES

(Witness)

Ogni, Inc.

Ch. Eza

(Principal)

(Seal)

President

(Title)

Travelers Casualty and Surety Company of America

Sonia Travolta

(Surety)

(Seal)

Sonia Travolta - Attorney in Fact

(Title)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SONIA A TRAVOLTA** of **DEERFIELD**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

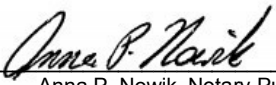
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of March, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

EXHIBIT B

City of Evanston M/W/EBE Policy

A City of Evanston/Evanston Public Library goal is to provide contracting and sub-contracting 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/Library must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If 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 was 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 Sub-contractor 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/> ([M/WEBE Monthly Utilization Report](#)).

EXHIBIT C

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

Eunitel 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 \$ 70,000

Amount to be performed by a M/W/EBE \$ 70,000

Percentage of work to be performed by a M/W/EBE 100 %

Information on the M/W/EBE Utilized:

Name Eunitel Inc.

Address 6211 N. Monticello Ave.

Phone Number 773-816-4766

Signature of firm attesting to participation *Dean Hatidone*

Title and Date President 03/14/2023

Type of work to be performed Electrical

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

2. Attach business license if applying as an EBE

EXHIBIT C

M/W/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is \$224,117.

MBE/WBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE/EBE)	SERVICES PERFORMED	AMOUNT OF SUB-CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
Eunitel Inc.	WBE	Electrical	\$ 70,000	31.23%
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$ 70,000	31.23%

EXHIBIT D

M/W/EBE PARTICIPATION WAIVER REQUEST

I am President of Ogni Inc., and I have authority to
(Title) (Name of Firm)

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

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

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

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

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

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

_____ 3. No sub-contracting opportunities exist.

Please provide a written explanation of why sub-contracting 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 0% of the 25% utilization goal for a revised goal of 25 %.

Signature: 
(Signature)

Date: 03/04/2023

EXHIBIT E

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

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

PLEASE NOTE: Use of Construction Contractor's Assistance Organization (Assist Agencies") Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

EXHIBIT F

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

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

Estimated total labor cost = \$ 70,000 15% of total labor cost = \$ 10,500

- My total bid, including all alternates, is under \$250,000, and the LEP does not apply.
- My total bid, including all alternates, is equal to or greater than \$250,000, and I already employ, and will continue to employ for the duration of the contract for which I am submitting this bid, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- My total bid, including all alternates, is equal to or greater than \$250,000, and I will employ, for the duration of the contract for which I am submitting this bid, through use of the City of Evanston/Evanston Public Library database or otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- My total bid, including all alternates, is equal to or greater than \$250,000, and I have been unable to comply with the LEP requirements but am willing to work with the City to achieve compliance.
- My total bid, including all alternates, is equal to or greater than \$250,000, and after having made sincere attempt to comply as noted below, I seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section "Reasons for Waiver Request" below.

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

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*


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

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

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

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

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

SIGNED:  Charlie Engasser - President 03/14/2023
 Signature Printed Name and Title Date

On behalf of Company: Ogni Inc.

EXHIBIT G

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

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

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

CERTIFICATION OF BIDDER

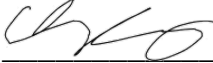
Ogni Inc. 140 E Commercial St, Suite 1, Wood Dale, IL 60191.
Name and Address of Bidder (Include ZIP Code)

IRS EMPLOYER I.D. NUMBER 20-5825048

-
1. Bidder has participated in a previous contract or sub-contract subject to the Equal Opportunity Clause. Yes No
 2. Bidder has filed all compliance reports due under applicable instructions.
Not Applicable Yes No
 3. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name: Charlie Engasser

Title: President

Signature: 

Date: 03/14/2023

EXHIBIT H

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: Ogni Inc.

APPLICANT ADDRESS: Ogni Inc.140 E Commercial St, Suite 1, Wood Dale, IL 60191.

TELEPHONE NUMBER: 708-236-9411

FAX NUMBER: 708-236-9412

APPLICANT is (**Check One**)

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

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

SECTION I - CORPORATION

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

Charlie Engasser, President

140 E Commercial St, Suite 1, Wood Dale, IL 60191.

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.)

Ramu Adusumilli – 1030 Sean Circle Darien, IL 60561 – 75% Owner

Charlie Engasser – 18218 Bearpath Trail Eden Prairie, MN 55347 – 25% Owner

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

3a. Trust number and institution.

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

03/14/2023

Date

Charles Engasser

Signature of Person Preparing Statement

State of Texas
County of Brazoria

President

Title

Sworn to and subscribed before me on 03/14/2023 by Charles Engasser.

ATTEST:

TJ Cherry
Notary Public

Commission Expires: 11/06/2024

Notarized online using audio-video communication

(Notary Seal)

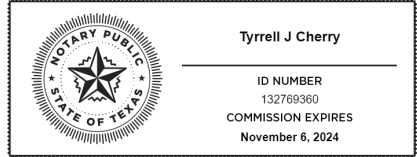


EXHIBIT I

ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: Main Library LED Lighting Upgrade

Bid/Proposal Number #: 23-06

Company Name: Ogni Inc.

Contact Name: Charlie Engasser

Address: 140 E Commercial St, Suite 1

City, State, Zip: Wood Dale, IL 60191.

Telephone/FAX: # 708-236-9411 / 708-236-9412

E-mail: cengasser@ognigroup.com

Comments: _____

EXHIBIT J

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

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

Name of Contractor: Ogni Inc.

By: Charlie Engasser *Charles Engasser*

By: State of Illinois, County of DuPage

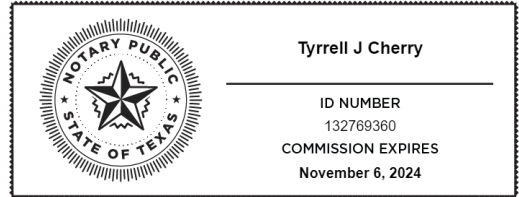
State of Texas | County of Brazoria

Subscribed and sworn to before me this 14th day

of March, 2023.

TJ Cherry

Notary Public



Notarized online using audio-video communication

EXHIBIT K

MAJOR SUB-CONTRACTORS LISTING

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

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

<u>Category Number</u>	<u>Name of Sub-contractor</u>	<u>Address and Telephone</u>
238210	Eunitel Inc.	6211N Monticello Ave, Chicago, IL - 60659-1105 (773) 732-3586

(Attach additional sheets as required)

END OF SECTION

EXHIBIT L

CONFLICT OF INTEREST

Ogni 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.

Bidder 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.

Charlie Engasser, President

Charles Engasser

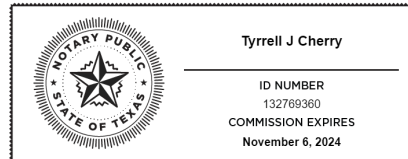
(Name of Bidder/proposer if the Bidder/proposer is an Individual)
(Name of Partner if the Bidder/proposer is a Partnership)
(Name of Officer if the Bidder/proposer is a Corporation)

State of Texas | County of Brazoria

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 14th day of March, 2023

TJ
Notary Public

(Notary Seal)



Commission Expires: 11/06/2024

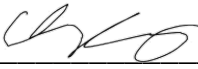
Notarized online using audio-video communication

EXHIBIT M

SIGNATURE FORM

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 bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

Authorized Signature: 

Company Name: Ogni Inc.

Typed/Printed Name: Charlie Engasser

Date: 03/14/2023

Title: President

Telephone Number: 708-236-9411

E-mail cengasser@ognigroup.com

Fax Number: 708-236-9412

Exhibit N

Contractor Services Agreement Acknowledgement Page

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

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

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

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

List exceptions in the area below:

Authorized Signature:  **Company Name:** Ogni Inc.

Typed/Printed Name and Title: Charlie Engasser, President **Date:** 03/14/2023



Memorandum

To: Evanston Public Library Facilities Committee/Board of Trustees

From: Heather Norborg – Interim Executive Library Director
John Devaney - Maintenance Manager

Subject: Explanatory Memo - Emergency Repair Justification
Main Library Sewer Collapse on 2/08/2023
Seeking Approval for Compass Concrete Emergency Restoration

Date: March 04, 2023

Background:

On 2/8/23 EPL Main experienced a collapsed sanitary sewer main line. This collapse resulted in a closed facility from midday Wednesday, 2/08/2023 thru Friday, 2/10/2023. The library opened for regular operations on Saturday 2/11/2023.

The collapsed main sewer line is located in very close proximity to the main entry doors to the facility on the Church Street side. This collapse could not have been located in a worse spot. The break is 12' below the elevated entrance deck. The collapsed pipe was visible through a clean-out fitting from inside of the library basement the, break was located +/- 3' outside of a foundation wall.

This area had to be excavated in order to make the repair. To complicate the repair even more the entire south walkway to EPL utilizes a robust commercial snow melt system, system coverage includes the front entry landing area, Church St. stairs, and the main paved handicapped ramp that runs from the building's main entrance, west to Orrington Ave (an area of 5000 sq./ft.,) main entryway, and main entrance stairway down to the grade-level sidewalk. A large portion of the piping network needed to be removed in order to make the sewer pipe repair. Complicating the pending restoration efforts even more, the existing tubing was discontinued 20 years ago due to premature decay. This condition will determine if the tubing is stable enough to be patched or the entire network may need to be replaced all of the way back into the building origination point.

Midday 2/8/23 the building sewer network immediately began to surcharge which resulted in a flooded 1st floor and a flooded lower parking garage. The sewer water migrated into the basement through several penetrations. This water (and waste) originated from the building toilets and sinks. The interior damage included rugs, hallways, meeting rooms, Community room/kitchen, Children's area, and several mechanical rooms.

I communicated with Tim Bartus and Shawn Pestka from COE Water Dept. about a recommendation for a competent sewer contractor and they recommended Kennedy Construction. We contacted Dan Kennedy who responded immediately. Mr. Kennedy and I devised a plan and coordinated/staged equipment on Thursday 2/9 and performed the repair on Friday 2/10. I enlisted Voris Mechanical Incorporated (VMI) mechanical pipefitting firm on the day of the break to isolate, drain, and store the snowmelt system fluid that consists of ethylene glycol. VMI recovered and stored nearly 300 gallons of the ethylene glycol.

This quick response resulted in a major repair completed within 48 hours after the initial backup. EPL was closed midday 2/8 and reopened and reopened the public on the morning of 2/11.

Restoration:

This initial dig resulted in much damage to the building entryway area, stairwell/railings, and snowmelt systems. This system needed to be drained in order for the pavement to be ripped up safely. The system suffered much damage seeing the dig area and the stairs incorporate a number of snowmelt tubing zones, eight zones in all. We have no as-built drawings on the tubing layout this also complicates the restoration repairs. A repair to the system will be strenuous and detailed seeing the majority of the runs in that area are buried in the pour. More damage to the slab is certain.

The deck restoration will include a newly repaired snowmelt network, poured stamped/pebbled concrete, red warning traction pads, and decorative pavers. The stair restoration will include the replacement of forward canted steps (teardrop) interlaced with a new snowmelt network, plus the stair ADA (matched) coatings, and the replacement of two stainless steel handrails.

Seeing EPL maintains no construction contingency fund the entire project will be initially funded by the Library CIP Fund.

Summary:

Along with the safety component related to building operations, this library facility entertains up to two thousand Evanston patrons each and every day so this emergency repair/restoration is time sensitive. We simply cannot have such a major obstruction near the main entrance area to the facility. There is no room for emergency responders to enter the building and for the public to exit at the same time safely. We are still in winter and the snow removal efforts have just increased dramatically for an already stretched crew.

Library maintenance is moving forward with the project restoration.

John Devaney
Manager
Evanston Public Library



Memorandum

To: Evanston Public Library Facilities Committee and Library Board

From: Heather Norborg - Interim Executive Library Director
John Devaney - Facilities Manager

Subject: Approval of Main Library Restoration Estimate for Compass Concrete
February 08, 2023 Sewer Collapse

Date: April 4, 2023

Recommended Action:

Staff recommends Facilities Committee/Library Board approval for the restoration services estimate from Compass Concrete Maintenance INC., located at 1231 W. 105th Street, Chicago, IL 60643 for all ground restoration necessary due to the 02/08/2023 sewer collapse in the amount of \$43,800.00. A summary of the sewer collapse event is described in the Facilities memo to the Facilities Committee/Library Board dated 03/01/2023.

Funding Source:

Funding is from the 2023 Capital Improvement Fund account 187.48.4862.65515.480032 and will be paid through Library debt unless Library management decides to refund the 2023 CIP fund with other budget sources. The Library system currently does not fund a contingency reserve.

Summary:

A recommendation from Wiss, Janey, Elstner EPL's architect of record for the building masonry restoration capital projects, and building reserve development services suggests we hire Compass Concrete as they are well equipped to perform all facets of the necessary restoration work quickly.

Compass Concrete was the subcontractor to Reliable Construction who performed two of the three phases of the EPL exterior masonry restoration, in addition to the parking garage drainage and ground coating projects 2016-2018.

Compass has an unblemished safety record and knows the EPL property and is familiar library operations.

Compass Concrete scope includes: Providing all material/labor/large equipment for the complete deck, brick paver, foundation, concrete, custom pebbled concrete, specific teardrop shaped stair construction, stair ADA approved coatings, ADA rated tactile

mats, custom railings, labor assist for the mechanical contractors and ground related (non-mechanical system) restoration services at the Main Library due to the 02/08 /2023 sewer collapse.

Staff recommends that Facilities Committee/Library Board award Compass Concrete this project based on their positive references, quality work, and recent extensive upgrades at EPL. If the Facilities Committee approves this purchase recommendation it will be presented to the Library Board for approval. Compass Concrete is a listed COE vendor in excellent standing.

Time is of the essence due to extended material lead times, available labor along with a busy construction season quickly approaching for Spring/Summer 2023. Time is of the essence due to the location of the damage. The current condition of our entryway is detrimental to a swift evacuation if emergency services are needed in the building.

All restoration related materials are temperature sensitive.

Attachments:

1. Compass Concrete estimate dated 03/24/2023
2. Copy of Facilities Memo dated 03/04/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Evergreen Park, IL-McNellis Insurance-Hub International Midwest West 9401 S Pulaski Road Suite 301 Evergreen Park IL 60805	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: csuchicago@hubinternational.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Compass Concrete Maintenance 1231 W 105th St. Chicago IL 60643	INSURER A: Secura Insurance		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1254784387

REVISION NUMBER:

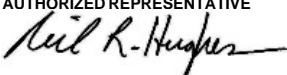
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CP3101169	4/16/2022	4/16/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A3101170	4/16/2022	4/16/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3101172	4/16/2022	4/16/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3101171	4/16/2022	4/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Evanston and the Evanston Public Library is an Additional Insured when required by written contract or agreement on the General Liability policy subject to terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Evanston and the Evanston Public Library 2100 Ridge Ave Evanston IL 60201 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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Agreement to Provide Executive Search Services for Executive Director role

This Agreement to Provide Advisory Services (“Contract”) is entered into between Alma Advisory Group, LLC (“Alma”) and The Evanston Public Library (“Client”). This Contract consists of four elements, this Agreement, Exhibit 1 (“Standard Terms and Conditions”), Exhibit 2 (“Scope of Work”), and Exhibit 3 (“Alma Rates of Service”). Terms contained in this document shall prevail over those of any exhibit or attachment unless otherwise stated.

BACKGROUND:

- A. The Client requires certain expertise in connection with its work with Alma Advisory Group, LLC, Chicago, Illinois, as explained in more detail in the Scope of Work attached as Exhibit 2.
- B. The Client is of the opinion that Alma Advisory Group has the necessary qualifications, experience and abilities to provide the necessary services for the Client.
- C. Alma Advisory Group is agreeable to providing such services to the Client on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Alma Advisory Group (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

1. Alma Advisory Group will work as a technical assistance partner to Client in the execution of the work set forth in the Scope of Work (the “Services”).
2. The period of performance of this Contract is from April 17, 2023, through July 31, 2023.
3. Either party may terminate this Contract for any cause by giving at least thirty (30) days written notice before the effective termination date, in which event Alma Advisory Group shall submit all work completed to date and be paid for all authorized work completed as of the termination date and for all non-cancellable obligations incurred hereunder.
4. Alma Advisory Group will provide expertise and resources for the attached Scope of Work (Exhibit 2), billed at a fixed price set forth in Exhibit 3 (“Alma Rates of Service”).
5. Alma Advisory Group will prepare the deliverables as detailed in the attached Scope of Work (Exhibit 2) or as mutually agreed upon by the Parties during the term of this Contract.

6. Alma Advisory Group shall invoice using a format, and according to timing, agreed upon by the Parties.

7. Alma Advisory Group will be reimbursed for any documented reasonable and necessary expenses incurred by Alma Advisory Group in connection with providing the Services as required by the Client, with pre-approval as agreed to with the Client.

8. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be delivered electronically by e-mail, to the following addresses:

For Client: tfulce@cityofevanston.org

For Alma: monica@almaadvisorygroup.com

or to such other address as either Party may from time to time notify the other. In any instance in which this Agreement requires written notice, consent or confirmation, e-mail communication shall suffice.

9. This Contract is entered into as of the date of execution by both parties but is effective April 17, 2023.

FOR CLIENT:

FOR ALMA ADVISORY GROUP, LLC:

Tracy Fulce, President

Monica Santana Rosen, CEO

Date

Date

Tracy Fulce
President
The Evanston Public Library
1703 Orrington Avenue
Evanston, IL 60201

Monica S. Rosen
Chief Executive Officer
Alma Advisory Group, LLC
1525 E 53rd St, Suite 530
Chicago, IL 60615

Federal ID Number

Federal ID Number 81-3724990

Exhibit 1
Standard Terms and Conditions

1. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
2. If either party fails to perform properly its obligations under this Contract or violates any term hereof, the other party shall have the right to terminate this Contract immediately. Upon termination, Alma Advisory Group, LLC (Alma) shall be entitled to payment of fair compensation for completed services and for non-cancellable obligations incurred hereunder.
3. Unless otherwise indicated on the reverse, neither party shall assign its rights or delegate its duties under this Contract without obtaining the prior written approval of the other party.
4. No rights or obligations of any kind other than those expressly recited herein are granted to either party or implied by this Contract. Unless otherwise indicated on the cover page, nothing herein constitutes a license or transfer of intellectual property rights by either party. Consultant acknowledges and agrees that any work product it creates under a Statement of Work is proprietary to and the exclusive property of both Consultant and the Client and that the Client and Consultant have all right, title, and interest in such work product. To the extent any such work product is not deemed a work made for hire under applicable copyright laws, consultant shares its right, title, and interest in such Work Product with the Client, without any royalty or other compensation.
5. Data means recorded information, regardless of form or the media on which it may be recorded. The Client shall have unlimited rights in and to the data collected in the performance of this Agreement. Except as otherwise specifically provided for in this Agreement, Alma shall not use for purposes other than the performance of this contract, nor shall Alma release, reproduce, distribute, or publish any data first produced in the performance of this Agreement, nor authorize others to do so, without written permission of the Client.
6. It is understood that as a part of this Agreement, the Client may disclose to Alma and Alma's employees confidential and proprietary information relating to the Client's survey responses, and that the data, findings and conclusions will be valuable confidential information belonging to the Client. Accordingly, Alma agrees that all persons employed by Alma and its subcontractors will keep in strictest confidence all such information relating to the Client or third parties and all such information relating to Services, and to cause any of Alma's employees, agents, or subcontractors to be bound by the same obligation of confidentiality to which Alma is bound. Alma shall not communicate the Client's information in any form to any third party without the Client's prior written consent. Upon termination of this Agreement, Alma and its employees, agents and subcontractors: (i) will continue to hold all such information in the strictest confidence; and (ii) will promptly return to the Client any and all confidential information and documents belonging to the Client that the Client requests to be returned (including any copies, extracts, summaries and/or statements of such confidential information which may have been made).

7. Alma shall maintain documentation for all charges against the Client under this Contract. The books, records and documents of Alma, insofar as they relate to work performed or money received under this Contract, shall be subject to audit by the Client until three years from the date of final payment. These records shall be maintained in accordance with generally accepted accounting principles.
8. No person on the grounds of race, color, sex, religion, national origin, age, disability, veteran status or any other classification protected by Federal and/or Illinois state constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Client shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
9. The parties to this Contract are independent contractors. Neither is an agent, partner, or employee of the other.
10. Both parties shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
11. This Contract shall be governed by the laws of the State of Illinois. Client must bring any suit to enforce this Contract or to assert any claim, suit, action or proceedings relating this Contract exclusively in the Circuit Court of Cook County, Illinois.

Exhibit 2
Scope of Work

EXECUTIVE SEARCH

April 2023

Approach and Timeline

After reviewing the proposed timeline included in the RFP document, and the results of the staff and community survey fielded this fall, our proposed approach and timeline is detailed below:

1. Role Clarification, Revised Job Description, and Compensation Review (Mid-to-Late April)

The Alma team will review any job descriptions and the ideal candidate profile already created and facilitate conversations with key leaders to clarify and confirm the most important competencies required of the position, and those traits that contribute to a successful team culture within the organization's unique context. Additionally, Alma will assess existing survey data and potentially supplement with intentional outreach to affinity groups, including Latinx, Black, non-English speaking communities that have been historically difficult to reach, and that have been a priority area of focus for EPL. Finally, Alma will review the current market conditions to confirm competitiveness of the proposed salary. Based on these conversations, the Alma team will refine the job description with an eye towards attracting the desired candidate, and explicitly describing those leadership attributes most important for the Executive Director role.

2. Recruitment Strategy Execution (Late April-May)

Based on the role clarification, the Alma team will present a recruitment strategy, with recommended sources to recruit for top candidates, and build a network contact list for personal outreach to help spread the word about the position and pursue nominations of high-potential candidates. The Alma team will then partner with our client leaders to build a pool of potential candidates and monitor the results of recruitment efforts.

Our recruitment approach leverages both our team's strong networks, as well as gold-standard recruitment best practice. Our network is strong among leaders in charter management organizations and districts alike. With a team of former education and nonprofit leaders, we begin our searches by scouring each of our personal networks and reaching out to colleagues for personal nominations and recommendations. These conversations often surface leaders who are highly regarded within their own organizations but may yet be unknown in national circles.

In addition, we partner with our clients to create a comprehensive recruitment strategy, seeking out individuals who may not be actively looking for a new role, but show readiness for the role we're seeking to fill. We leverage our recruiter licenses through LinkedIn, national research, professional membership organizations and national posting sites where potential hires are likely to learn about the opportunity. Where appropriate we also work with our clients' networks to identify potential candidates.

3. Screening Process Design (Early May)

In addition to designing the recruitment strategy, the Alma team will propose the steps of a screening process for the role and draft all interview tools. Decisions will include which internal team members and/or stakeholders should be engaged in the screening process, key roles in the interview process, and sequence of steps from first screen to final hiring decision. This will also include the creation of performance tasks to assess the competencies required for the role. Our purpose is to minimize bias at every step in the process, and keep the process focused on assessing those skills most important for the role.

4. Monitoring of Incoming Talent Pool and Initial Screening of Top Candidates (May - June)

The Alma team will monitor incoming applications together with the organization and will work proactively to ensure a strong pool of candidates continue to apply for the role. As part of this effort, the team will meet with the organization regularly to review progress and will provide reports with clear data tracking metrics to understand the strength and diversity of the pool and status on candidates in process, including the number of candidates at each step (e.g., first screen, second screen, rejections, etc.). We will also review incoming resumes and identify top candidates for a first-round interview partnership with our client. The Alma team will carry out first-round interviews and recommend candidates for second round interviews to be completed by the client organization in partnership with Alma. Candidate profiles will be provided for any interviewed candidates summarizing candidate strengths, questions, and recommendation on whether to advance to finalist screen.

5. Finalist Interviews, Background and Reference Checks (July)

The Alma team will design second and subsequent round screening tools, developing interview guides and providing guidance for our client's leaders to facilitate in-person interviews and debrief for competency-driven interviewer feedback. Together with the Search Committee, we will debrief each round of interviews in order to determine the number of candidates who will advance to the finalist round. The Alma team will provide background and reference checks for any candidate prior to moving to the finalist stage. This will include a search of press on the candidate, conversations with references, and any additional network background checks possible to understand the candidate's reputation, and to identify any potential optics issues that the Board would want to be aware of and/or address if they moved forward.

The finalist interview and selection process typically include training for all interviews with a focus on understanding bias and mitigating bias during the debrief discussion. As the organization engages with candidates, we will continue to calibrate on desired competencies and strengthen pre-screening as needed along the way until our client finds its chosen candidate and has an accepted offer.

6. Debrief and Transition Planning (July)

The Alma team will engage in a debrief call following the search to advise on which practices and lessons learned for this process can be applied to the organization's longer-term approach to executive succession planning and hiring.

Our executive searches are typically three to four months in length. To meet the timeframe above, we would request the following from The Evanston Public Library leadership team:

- A primary point of contact for weekly or biweekly check-in calls, scheduling of stakeholder discussions, finalist interviews, etc.
- Provide timely feedback to the Alma team at each stage of the process

- To move any approved finalist from interview to final decision within three weeks. If an organization takes longer and loses any finalist, additional expense may be required to continue the search and identify new candidates if the finalist drops out of the process.
 - In such a case, the organization agrees to complete final payment to Alma, and negotiate new payment if continuing the search.
- Our service philosophy is that we will be available for any consultation needed throughout the search and will make ourselves available via cell phone and email during and outside of normal business hours as needed to consult the Board throughout the process.

Alma's commitment is to continue working on the search until a candidate is selected. We are not time-bound in this regard and would dedicate the resources necessary to complete the project.

Exhibit 3 Alma Rates of Service

Alma Advisory Group will provide expertise and resources for executive search billed at a fixed price set forth:

Our fee of \$51,675 to complete this search is driven by our estimated time and effort, and is benchmarked at 32% of the predicted salary at \$161,483. This is a firm not-to-exceed amount based on the deliverables listed below. This fee does not include expenses for any travel required, which would be approved and budgeted in advance with The Evanston Public Library.

Work completes when a successful candidate is hired, which we expect will be within 4 months of project launch, however, Alma will continue until the search is complete.

We request the following invoicing schedule:

- 50% (\$25,837.50) upon delivery of job description and recruiting strategy, estimated within 2 weeks of project start.
- 20% (\$10,335) upon delivery/completion of first set of first-round screens, and first set of candidates delivered, typically 3 to 4 weeks following recruitment launch.
- 20% (\$10,335) when second round screening materials are delivered and satisfactory delivery of the semi-finalist candidate pool, typically 6 to 8 weeks after search launches, and runs through completion of the interview process.
- Final payment of 10% (\$5167.50) when selection/offer decision made. If salary offered and accepted exceeds the predicted amount of \$161,483 by more than 10%, our fee will increase to 32% of the final salary accepted and the final payment will be adjusted to complete payment in full. Final payment typically occurs within 4 months, but can be longer.

Alma will submit separate invoices in accordance with the above invoice schedule to the Client, and include a completed and executed IRS Form W-9, Request for Taxpayer Identification Number and Certification with the first invoice.

If Alma team members or finalist candidates travel to meet in-person for any portion of the search, all legally allowable and approved reasonable travel and lodging costs will be paid for directly by The Evanston Public

Library or reimbursed to Alma Advisory Group (not included in fee). All such expenses must be fully supported by detailed receipts.

Alma Advisory Group reserves the right to substitute team members working for the Client, from time to time, as necessary. Any such changes will be discussed with the Client in advance.

Evanston Public Library
Facilities Policy
Amended Nov. 16, 2022

Rules for Library Use

The Library's rules are designed to promote the safety and security of the Library's patrons, staff and collections, and to ensure that the Library remains a space for everyone to read, work, study, connect and build community. If your circumstances make it difficult for you to comply with Library rules, please talk to our staff who may be able to connect you to helpful resources.

1. Be respectful and do not interfere with other people using or working in the Library.
2. Eat food or snacks in designated areas only. Beverages in covered containers are welcome anywhere.
3. Alcohol, drugs, vaping, and smoking are not allowed.
4. Service dogs individually trained to do work or perform tasks for people with disabilities are welcome. Pets are not allowed. (Refer to ADA guidance on service animals.)
5. The Library is not responsible for unattended items.
6. Children age 11 and older may be at the Library without a caregiver's supervision. (See unattended children below for more details)
7. Don't solicit, petition, canvass, or sell on Library property.
8. Don't use roller skates, roller blades, skateboards or other recreational mobile devices on Library property.
9. Always wear shoes in the Library.

Suspension of Library Privileges

The Illinois Compiled Statutes, Chapter 75, Paragraph 5/4-7, permit the Library Board "To exclude from use of the library any person who willfully violates the rules prescribed by the board."

Library privileges may be suspended for the persistent and willful violation of the Library's posted rules and violations of the law.

Facilities Guidelines

Unattended Children

Whether or not they are present, parents or guardians are ultimately responsible for the behavior of their children in the Library until they reach the age of eighteen (18).

Supervision guidelines for children

- Ages 7 and under: Must be within reach of a caregiver who is age 14 or older at all times.
- Ages 8-10: Must have a caregiver who is age 14 or over in the Library.
- Age 11 and older: May be at the Library without a caregiver's supervision provided they conduct themselves in a manner appropriate to the Library's expectations.

If these guidelines are not followed, staff members will attempt to locate the caregiver of a child under the age of 11. If the caregiver is not in the building or cannot be contacted, staff is authorized to call the appropriate City of Evanston authorities to ensure the safety of the child.

Unattended children at closing

If a child under the age of 11 is left unattended at the time of closing, the Person In Charge and another member of the staff will attempt to reach the caregiver and/or remain with the child for a period of fifteen (15) minutes. If a parent or other responsible caregiver does not pick up the child during this period, staff is authorized to call the appropriate City of Evanston authorities to ensure the safety of the child.

Guns on Library Property

The Evanston Public Library follows Illinois State Law [430 ILCS 66], which prohibits the carrying of any weapon, including concealed or partially concealed, in Library buildings or on Library property.

If library staff observe a weapon on Library property, the police will immediately be called.

Exhibits

The exhibit space of the Evanston Public Library is a library resource to be used to fulfill the Library's mission statement. It is the intention of the Library Board that the Library's program of exhibits represents the intellectual, cultural, and ethnic diversity of Evanston. Creators who use this space release the Evanston Public Library, its Board, and its employees from any liability for injury or damages, destruction, loss or theft of any item or items that may occur during the exhibit period or during installation or removal of the exhibit. The Library does not provide any security or insurance for artwork exhibited.

Library Bulletin Boards, Flyers, and Community Marketing

A limited amount of bulletin board space is available for postings by nonprofit organizations engaged in educational, cultural, intellectual, or charitable activities in Evanston. The Library is not responsible for the care or return of posters. The following items will not be accepted for posting:

- Advertisements of products or services offered by commercial organizations or individuals
- Requests for contributions
- Petitions
- Electioneering materials

Political Activity

The Library is governed by the City of Evanston's policy concerning the use of municipal buildings by candidates for Federal, State, and Municipal elected office, the Democratic, Republican, and other parties, and all other individuals or organizations advocating a position on an election issue.

The Library's public meeting rooms may be used for any political activities related to an election, until one-hundred (100) days prior to the election, except for Municipal election activities. Municipal election activities may be held until the petition filing deadline, which is seventy-one (71) days before the election. After these deadlines, the meeting rooms may only be used for candidate forums when the following conditions are met:

1. All candidates are invited to attend.
2. The forum is sponsored by a non-partisan group.
3. All candidates for a particular office must agree in writing to attend the forum or indicate in writing that they do not oppose the forum being held even though they are unable to attend.

Fees will not be charged for candidate forums meeting these conditions, but all other meeting room rules must be observed.

See the "Public Conference Rooms and Public Meeting Room Rentals" section of this policy, below, for further guidance.

No spaces other than the public meeting rooms may be used for political activities.

Areas for Young People in the Library

The Evanston Public Library has two areas of the Main Library – the Children's Room and the Loft – set aside to provide library service to young people. The Library staff will ask adults who are not using the special collections and services of these areas to relocate to other areas of the Library.

The Loft

The Library's teen space, known as the Loft, is intended for young people in grades 6 through 12 or ages 11-18. Other library patrons, like adults and younger children, are permitted to use the space when they require collections or services that are only available in that space, but they will not be permitted to use this space for general reading, studying, or hanging out. The Loft will not be open all of the hours that the Library is open, but will be open at those times teen users can be expected to be present.

Public Conference Rooms and Public Meeting Room Rentals

Hours

All public conference rooms and public meeting rooms are available during the Library's regular hours.

Public Conference Room Use

Both the Main Library and the Robert Crown Branch Library have conference rooms that are intended for the use of small groups. They are not available for public meetings or commercial use. Some rooms are only meant for families, children, or teens. Each room has a group size limit. These rooms may be used free of charge and reserved through the Library's website, by phone or in person.

Public Meeting Room Use and Rental Policy

The Main Library has rooms that can be rented by outside groups for a fee. These rooms are available for public meetings of nonprofit organizations engaged in educational, cultural, intellectual, or charitable activities in Evanston. Library-sponsored programs have priority in reserving meeting room space.

The Library's public meeting rooms are not available to commercial enterprises (organizations or individuals that promote or cause the sale of property or services for monetary gain) or for purely social functions (functions designed for entertainment through companionship with friends and associates such as receptions, showers, birthday parties, dances, and mixers).

Use of the public meeting rooms does not constitute Library endorsement of the viewpoints expressed by the participants in the meetings. No advertisement or announcement implying such endorsement will be permitted. No organization meeting at the Library shall use the Library as its official address. Organizations using the public meeting rooms are not permitted to store items in the rooms.

Meetings may not disturb the normal operations of the library or create an unsafe environment.

The Library maintains the right to cancel any meeting room reservation for any reason. The decision of the Executive Director to cancel a reservation is final.

All meetings must be open to the public and attendance may not be restricted.

Renting Public Meeting Rooms

Main Library public meeting rooms must be rented by calling 847- 448-8650 or online . Applicants must be 18 or older. The application will be reviewed by Library staff before approval of the reservation. When a reservation is approved, payment will be charged to

the credit card provided in the application form. The person submitting the application form will be held responsible for all fees and damages. The Library should be notified of any canceled meetings or programs. Failure to notify the Library of a cancellation at least forty-eight (48) hours in advance will result in the forfeiture of meeting room fees.

Admission Fees Not Allowed

Organizations using the public meeting rooms may not charge an admission fee. Organizations using the meeting room may request a free will donation, but making such a donation must in no way be a requirement for attending the meeting.

Sales of Goods During Public Meetings

Organizations using the meeting rooms will be permitted to make sales under the following circumstances:

- The sales must be confined to the meeting room space and no effort can be made to solicit other library patrons.
- The sale must be for the benefit of the nonprofit organization making use of the meeting room.
- Making a purchase must in no way be a requirement for attending the meeting.
- The sales must be an inconsequential part of the program scheduled for the meeting room.
- The sale of goods that directly or indirectly benefit the Library will be permitted in areas of the Library other than the meeting rooms. When an author takes part in a Library-sponsored program, the Library may arrange for the sale of the author's works at the program.

Kitchen Use and Food Service

Simple refreshments or snacks may be served at public meetings. The kitchen cannot be used for cooking. Groups using the kitchen are expected to leave it in the condition they found it; failure to do so will result in a clean-up charge.

Set-up and Clean-up

Trash should be picked up and the kitchen should be cleaned by the group using the room. Set-up and clean-up should be accomplished within the time period for which the room is rented. If it is necessary for Library staff to clean up following a meeting, the individual, group, or organization making the reservation will be charged for the necessary time according to the current schedule of fees .

Additional Meeting Room Rules and Regulations

The following rules and regulations apply to all groups using the meeting rooms in the Main Library:

1. Attendance at a meeting may not exceed the maximum number of people certified by the Fire Department as the occupancy limit for the room.
2. Groups whose members are under the age of 18 must be accompanied by one adult chaperone for every fifteen (15) participants.
3. Hazardous materials including, but not limited to, candles, paints, solvents, and explosives are prohibited.
4. Groups using the facilities must comply with the Americans with Disabilities Act and upon 48 hours' notice are responsible for providing qualified interpreters and/or auxiliary aids as requested.

Damages and Liability

The Library is not responsible for the loss of, or damage to, any equipment or materials owned or rented by an individual, group or organization using its meeting rooms. Any individual, group, or organization using the meeting rooms shall be held responsible for willful or accidental damage to the Library building, grounds, collections, or equipment caused by the group or organization, its members, or those attending its program.

Any individual, group, or organization holding a meeting in the Library must fully release and discharge the Evanston Public Library Board, the Evanston Public Library, the City of Evanston, its officers, agents, and employees from any and all claims from injuries, including death, damages, or loss, which may arise or which may be alleged to have arisen out of, or in connection with, the meeting. They must further indemnify and hold

harmless and defend the Evanston Public Library Board, the Evanston Public Library, the City of Evanston, its officers, agents and employees from any and all claims resulting from injuries, including death, damages, and losses, including, but not limited to the general public, which may arise or may be alleged to have arisen out of, or in connection with, the meeting.

Denial of Meeting Room Privileges

Failure to abide by the Library's meeting room policy and rules of conduct may result in the cancellation or refusal of future reservations.

Appeals of Administrative Decisions Concerning Facilities Use

Anyone who believes that they have been unfairly suspended or denied permission to use the meeting rooms, the bulletin boards, or other Library facilities or to distribute materials and is not satisfied by the decision made by the Library Director or designee, may appeal to the Library Board. Notice of an appeal should be made in writing to the Library Director, who will inform the appellant of the date of the meeting at which the appeal will be heard.