



*City of Highland Park & Highland Park Library
Lake County, Illinois*

REQUEST FOR PROPOSALS

For

HIGHLAND PARK PUBLIC LIBRARY PARKING LOT STUDY

May 2018

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1. OBJECTIVES

Through this Request for Proposals ("RFP"), the City of Highland Park, Illinois ("City"), working in conjunction with the Highland Park Public Library ("Library") (the City and Library are, collectively, the "Parties") requests proposals from qualified firms to assess and provide recommendations on current parking conditions, and provide parking options for the possible expansion of the Library. The City will be the contract representative, working in cooperation with the Library.

The selected proposer ("Contractor") will be invited to enter into an agreement with the City ("Agreement"), in a form provided by the City and generally consistent with the agreement attached as Exhibit C to this RFP. The City Council has the ultimate authority to approve any proposal and to authorize the execution of an Agreement.

2. TIMELINE

City issues RFP:	05/24/2018
Proposals due:	06/15/2018, 12:00 PM
Start Project:	September 2018

3. BACKGROUND

A. The Library

The City of Highland Park is an Illinois home rule municipal corporation. The City established the Library in 1887, pursuant to then-existing provisions of Illinois law and as now provided in the Illinois Local Library Act, 75 ILCS 5/1-0.1 *et seq.* Pursuant to the Library Act and the City Code, the Library is governed by a board of trustees, appointed by the Mayor with the consent of the City Council of the City of Highland Park.

The Library is located at 494 Laurel Avenue, Highland Park, Illinois. The current Library building was last expanded in 1976. In late 2016, the City, working in collaboration with the Library, purchased the two properties immediately east of the Library located at 444 and 466 Laurel Avenue, Highland Park, Illinois, in order to make a facility and/or parking lot expansion more feasible. A map of the subject area is attached to this RFP as Exhibit A.

B. Youth Services

The City currently provides after-school service to middle school students, “Youth Services”. Youth Services are currently housed in the Firehouse located at 1830 Green Bay Road, Highland Park, Illinois. The facility is a renovated fire station used for multi-purpose uses that include an activity center, study room, counseling area, meeting room and staff offices. The Firehouse is in need of significant capital improvement. The City is currently assessing options for relocating the approximately twenty students served. Relocation options include moving Youth Services to the Library’s Youth Department or other venues in the community.

The Parties also may expand the Library’s youth program and expand the Library parking lot to provide for adequate parking onsite and off-site. Although the Library and the City’s Youth Services program would each have dedicated space for their respective operation within the building, the Contractor shall explore off-street City and Metra parking lots to the greatest extent possible.

C. Architectural Report

In April, 2017, the City approved an agreement with Williams Architects (“Williams”) following a comprehensive review and selection process. Williams conducted a needs assessment and provided architectural designs and preliminary engineering costs for a 9,200 square foot Library expansion at the southwest corner of the existing building footprint. Williams’ final report can be found on the City’s web site at www.cityhpil.com/libraryexpansion.

The expansion could be accomplished using a “phased” approach that may span over multiple years. Without expanding the building itself, it is likely that the current footprint will undergo some renovation to address some of the Library’s prioritized space needs; this will include focusing on expanding the Library’s Youth Department, dedicating space to a youth program room, provide more collaborative meeting space as well as preserving a quiet study space. This would also afford additional adult Library programming. There is also a possibility that the City’s after-school Youth Service program may move to the library. This program services approximately 20 middle school students ages 11-14 Monday – Friday between the hours of 3:00 – 6:00 pm during the school year. They would be bussed to the library.

As part of the longer term Library expansion plan, items such as a dedicated technology training room, improved office space and providing a climate-controlled archive room are envisioned. The Contractor shall identify if there is sufficient parking to accommodate Library services based on the current program and patterns of usage during the course of the year, future programming and the types of patterns of usage during the course of the year, and a phased expansion or renovation. The Contractor shall identify the need, as dictated by average and peak usage requirements by time of year and time of day, and possible locations for on-site and off-site parking in the event of a building expansion. The Contractor should consider parking requirements as set forth within the City’s zoning regulations, comparable building and use parking data, and best practices.

4. SCOPE OF WORK

The Services to be provided by the Contractor are as follows:

- A. Evaluate the current parking needs of the Library including current usage of the Library

parking lot, its on-street parking and available public parking near the Library. The parking counts should consider availability on weekdays, evenings, weekends, and during special events, and should address to the greatest extent possible, seasonal changes. Evaluation should include identification of peak parking needs including:

- a. Average duration of visit ;
- b. Number of patrons and their duration visit for drop off and pick-up of materials and/or patrons
- c. In considering current requirements as part of the Study, the Contractor must provide data on all projections regarding patrons’ library usage and associated parking requirements.

Note that Library Hours during the School Year are:

Friday	9AM–6PM
Saturday	9AM–5PM
Sunday	1–5PM
Monday – Wednesday	9AM–9PM
Thursday	9AM–9PM

The Library is closed on Sundays in the summer time, from early June through Labor Day. It is closed for all major holidays (~10 days) each year, closing early on the eve of each them. Currently, the Library is also closed from 9:00 AM until 11:00 AM the first Wednesday of each month (except December) for staff meetings. The Library closes for a staff in-service program in December.

- B. Evaluate the future parking needs of the Library. The future parking needs of the Library should be broken down per phased approach of renovation/expansion, including the impact if the City’s Youth Services Division is relocated to the property. A copy of Williams Architects report is available at www.cityhpil.com/libraryexpansion.
 - a. In considering future requirements as part of the Study, the Contractor must provide data on all projections regarding patrons’ library usage and associated parking requirements.
 - b. Apply the same hours of operation as stipulated under current parking needs (Section 4.A)
- C. Meet as necessary with City and Library staff to understand Library project renovation and/or expansion needs.
- D. Evaluate off-street public parking lots for additional parking needs due to Library expansion. See Exhibit B for parking lots.
- E. Identify strategies and recommendations to improve promotion and usage of available parking in and around the Library property, offering up those with any associated costs and expected benefits.
- F. Prepare and submit cost and benefit estimates for possibly providing additional parking spaces , along with expected usage requirements, for each of the scenarios as noted below, highlighting those options that are most cost-effective:
 - a. Current Library Lot (51 in lot + 13 on-street parking spaces)
 - b. Metra Train East Lot, 271 spaces. Evening and Weekend parking – free. Daytime library parking can be explored

- c. Central Business District East Garage (lower level) spaces. Designated 3 hour and E-Parking (Employee) (143 total spaces)

NOTE: Parking capacity in the Library vicinity is 478 spaces as derived from the City's 2016 Parking Annual Report & the Williams report.

G. Study Deliverables:

- a. Deliverables will include all data collected to inform the assessment & conclusions.
- b. Deliverables will include assumptions that were used to collect the information, to identify options and to provide recommendations.

- H. Attend at least one City Committee of the Whole meeting and one Library Board meeting to present parking study report.

5. SUBMITTAL REQUIREMENTS

Submittals should include:

- 1. Seven hard copies to the following address

**Attention: Ramesh Kanapareddy, P.E., CFM,
Director of Public Works
City of Highland Park
1150 Half Day Road
Highland Park, IL 60035**

- 2. One electronic copy in PDF format submitted on a thumb drive along with seven hard copies to the address noted above; and
- 3. Email submittal of PDF to Ramesh Kanapareddy, P.E, CFM, Director of Public Works at rkanapareddy@cityhpil.com with carbon copy to Manny Gomez, P.E., City Engineer at egomez@cityhpil.com

Proposals are due on or before 12:00 PM on Friday, June 15, 2018

Failure to submit seven hard copies, thumb drive to the Director of Public Works, and emails to Director of Public Works and City Engineer by the due date specified in Section 2 above may be deemed to be non-responsive and may result in disqualification from the RFP process. Specify "City/Library Services Parking Lot Study RFP" on the exterior of the envelope. Proposals will not be opened publicly. Proposals submitted after closing time will be returned unopened. No oral, telephone or fax proposals will be considered.

The following should be included, in the order listed. The hard copy submittal shall have a page tab to facilitate retrieval of the desired section in the proposal:

- a. Firm contact (name, work position, phone numbers, and email address).
- b. Office address, main telephone and fax numbers, and website address of the firm.
- c. Brief history of the firm.
- d. List municipal experience, with preference to library parking studies, your firm has completed in the last five (5) years and currently in progress. For each project, please provide the following:
 - Project description including completion date;
 - Actual cost vs. estimated cost;
 - Actual completion vs. estimated completion date; and
 - Contact information for client.
 - Parking Study example
- e. Minimum of three qualified references based on public sector experience.
- f. Experience in providing services similar to those outlined in the RFP.
- g. Identify if your firm has previously worked with the City of Highland Park or Highland Park Public Library.
- h. Biography of key personnel who will be working with the Library and are authorized to make representations on behalf of the firm.
- i. Staffing levels to adequately carry out this program.
- j. Names of additional consulting firms you may hire to supplement your firm's services.
- k. A Not-to-Exceed Fee Proposal that should include hourly rates inclusive of administrative and overhead costs.
- l. The Proposals should include an itemization of costs for the scope of work set forth in Section 4 of this RFP.

The proposals must also include responses to the following questions:

- a. How does your firm intend to involve the Library and City in planning and implementing this project?
- b. Identify and describe the specific methodology proposed for conducting a parking study.
- c. What trends do libraries and other public facilities face today as related to parking use, including on-site and off-site parking? What methods are recommended to promote and educate design solutions has your firm implemented to address these trends or challenges?
- d. Describe your most challenging project and outline the challenges and solutions.
- e. Outline how you obtain “best value”.
- f. Outline your approach to communication with client.

Proposers may suggest changes to the Scope of Work based on the firm's understanding of the work.

All questions regarding the RFP shall be directed in writing to Manny Gomez at egomez@cityhpil.com

by June 6, 2018 5:00 PM.

6. PROFESSIONAL SERVICES SELECTION CRITERIA

The following criteria (in no particular order or priority) will be used in selecting the winning proposal:

- A. Technical competencies as evidenced by the professional qualifications and related work experience of the firm. Specific professional qualifications, training, and experience of the assigned and committed personnel for the satisfactory performance of this work.
- B. Previous experience of the firm with related work. Positive references shall be considered.
- C. A discussion of the firm's understanding of the work to be performed and a description of the technical approach to be taken to accomplish this work.

7. TERMS AND CONDITIONS

- A. The City reserves the right, at its sole discretion, to terminate this process at any time, or reject any and all proposals without penalty, prior to the execution of the Agreement. Following the review by the City and Library, the final selection, if any, will be based on the proposal which best meets the requirements set forth in the RFP and is in the best interest of the Parties.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm does not execute a contract within 30 days after the award of the proposal.
- C. The City reserves the right to request clarification of information submitted and to request additional information of one or more proposers.
- D. Any proposal may be withdrawn up until the date and time set above for the opening of proposals by written request to the Director of Public Works. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the

City the Services, or until one or more of the proposals have been approved by the City, whichever occurs first.

- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms supplied or approved by the City. The City reserves the right to reject any agreement that does not conform to the request for proposal and the City's requirements for agreements and contracts.
- F. Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. Issuance of this RFP does not obligate the City to pay any costs incurred by a respondent in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.
- G. The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposal.
- H. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether the proposal is selected.

Attachments: Exhibit A - Subject Property Map Area
Exhibit B- Parking Lots To Be Included In The Study
Exhibit B - Professional Services Agreement Form

EXHIBIT A

SUBJECT PROPERTY MAP AREA

Highland Park Library, 494 Laurel Avenue

Properties acquired by the City for expansion project: 466 and 444 Laurel

494 Laurel Ave; 16-23-413-002-0000; 46,249.58 Square Feet

494 Laurel Ave; 16-23-413-003-0000; 19,191.88 Square Feet

466 Laurel Ave; 16-23-413-004-0000; 21,122.29 Square Feet

444 Laurel Ave; 16-23-413-005-0000; 26,284.29 Square Feet



EXHIBIT B

PARKING LOTS TO BE EVALUATED, ONSITE AND OFF-SITE

EXHIBIT B



A - Library On-Street Parking Lot

C- St Johns Parking Garage

B- Metra Parking Lot (North Spaces Only)

(Lower Level Parking Spaces Only)

EXHIBIT C



CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
EXPANSION OF THE HIGHLAND PARK LIBRARY &
RELOCATION OF SENIOR & YOUTH SERVICES

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated as of the _____ day of _____, 2018, and is by and between the CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation (“City”), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City’s statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name (“Consultant”)

Address

City, State Zip

Phone

Email

Project Name/Description

Agreement Amount

_____ \$ or See Exhibit A

B. Project Description. [Insert 25-50 word overview description of the professional services being provided], as more fully described in the proposal attached to this Agreement as Exhibit A (“Proposal”).

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal (“Services”) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (“Commencement Date”). The Consultant shall diligently and continuously prosecute the



EXHIBIT C

CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EXPANSION OF THE HIGHLAND PARK LIBRARY & RELOCATION OF SENIOR & YOUTH SERVICES

Services until the completion of the Services or upon the termination of this Agreement by the City but In no event later than the date that is [redacted] days after the Commencement Date (“**Time of Performance**”). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City.

D. Reporting. The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (“**Additional Services**”), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

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CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EXPANSION OF THE HIGHLAND PARK LIBRARY & RELOCATION OF SENIOR & YOUTH SERVICES

F. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

EXHIBIT C



CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EXPANSION OF THE HIGHLAND PARK LIBRARY & RELOCATION OF SENIOR & YOUTH SERVICES

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term “**Confidential Information**” shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“**Time of Disclosure**”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either:

EXHIBIT C



CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EXPANSION OF THE HIGHLAND PARK LIBRARY & RELOCATION OF SENIOR & YOUTH SERVICES

(a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

EXHIBIT C



CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EXPANSION OF THE HIGHLAND PARK LIBRARY & RELOCATION OF SENIOR & YOUTH SERVICES

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

EXHIBIT C



CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EXPANSION OF THE HIGHLAND PARK LIBRARY & RELOCATION OF SENIOR & YOUTH SERVICES

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the City Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

L. GIS Data. The City has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the City shall be limited to the scope of the Services that the Consultant is to provide for the City;
2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and
3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:
 - a. Trade Secrets of the City. The GIS Data constitutes proprietary materials and trade secrets of the City, and shall remain the property of the City;
 - b. Consent of City Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the City Manager;



EXHIBIT C

CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EXPANSION OF THE HIGHLAND PARK LIBRARY & RELOCATION OF SENIOR & YOUTH SERVICES

c. Supply to City. At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the City, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Highland Park
City Manager
1707 St. Johns Avenue
Highland Park, Illinois 60035

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Steven M. Elrod, Corporation Counsel



EXHIBIT C

**CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
EXPANSION OF THE HIGHLAND PARK LIBRARY &
RELOCATION OF SENIOR & YOUTH SERVICES**

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The City.** The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.



EXHIBIT C

CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EXPANSION OF THE HIGHLAND PARK LIBRARY & RELOCATION OF SENIOR & YOUTH SERVICES

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



EXHIBIT C
CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
EXPANSION OF THE HIGHLAND PARK LIBRARY &
RELOCATION OF SENIOR & YOUTH SERVICES

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2018.

ATTEST:

CITY OF HIGHLAND PARK

By: _____

By: _____

Ghida S. Neukirch, City Manager

Print Name: _____

Title: _____

ATTEST:

CONSULTANT

By: _____

By: _____

Executing Officer

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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**CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
EXPANSION OF THE HIGHLAND PARK LIBRARY &
RELOCATION OF SENIOR & YOUTH SERVICES**

EXHIBIT A THE AGREEMENT

PROPOSAL

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO CITY]

[SHALL INCLUDE SCHEDULE]