



CITY OF
ST. CHARLES
ILLINOIS • 1834

AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4f

Title:

Recommendation to Approve a Resolution Authorizing the Release of a Request for Proposals for a Downtown Riverfront Property Feasibility Study (ED2023-41)

Presenter:

Derek Conley, Economic Development Director

Meeting: Planning & Development Committee

Date: September 11, 2023

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

On Jun 26, 2023, at the City Council Meeting (Workshop) the City Council directed staff to create and issue a Request for Proposals for a Downtown Riverfront Property Feasibility Study. The subject property is commonly known as the former Police Department site, at 10 State Ave. The City is NOT seeking development proposals or concepts from developers at this time. The intent of the development feasibility study is to evaluate the site from a land-use, infrastructure, and financial perspective to determine feasible development options that align with the City's vision of the property. The specific scope of services includes:

- Public Engagement program
- Environmental Site Assessment
- Geotechnical Analysis
- Floodplain Mitigation Analysis
- Utility Analysis
- Demolition Costs
- Traffic Study
- Parking Analysis

Per direction from City Council, the scope of services does not include the creation of any site plans and renderings of potential development ideas. RFP responses are due November 16, 2023 and the staff anticipates bringing a contract forward for approval in January/February 2024.

Attachments *(please list):* Notice to Professional Service Providers - Downtown Riverfront Property Feasibility Study (ED2023-41)

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve a Resolution Authorizing the Release of a Request for Proposals for a Downtown Riverfront Property Feasibility Study (ED2023-41)



Notice to Professional Service Providers

Downtown Riverfront Property Feasibility Study (ED2023-41)

A **Formal Request for Proposal** for the above work is posted on our city website: <https://www.stcharlesil.gov/bids-proposals>

Brief Description: The City of St. Charles (“City”) is seeking proposals from qualified firms to conduct a development feasibility study of City-owned property along the Fox River, 10 State Avenue, in Downtown St. Charles. The City is NOT seeking development proposals or concepts from developers at this time. The intent of the development feasibility study is to evaluate the site from a land-use, infrastructure, and financial perspective to determine feasible development options that align with the City’s vision of the property.

Targeted Timeframe *(subject to change without notice)*

RFP published	https://www.stcharlesil.gov/bids-proposals	September 19, 2023
Questions due prior to 8:00am	Procurement@stcharlesil.gov	October 20, 2023
Answers published	https://www.stcharlesil.gov/bids-proposals	October 27, 2023
Responses to RFP due prior to 10:00am	There will not be a public opening.	November 16, 2023
Invitations to Interview	notification via e-mail	TBD
Interviews	2 East Main St; St. Charles, IL	TBD
Council/City Administrator Award	Anticipated Award Date:	January/February 2024

Service Period Anticipated Notice to Proceed: January/February 2024

Completion Date: City will rely on consultant experience on adequate time to complete scope of services. The City prefers to have the study completed by September 2024.

Solicitation Document includes

- Notice to Professional Service Providers
- Section 1: Instructions to Proposers for Professional Services
- Section 2: Special Provisions for Professional Services
- Section 3: Requirements and Specifications
- Section 4: Proposal Response Documents
 - Cover Page
 - Signature Page
 - Price Proposal Page
 - Certification of Compliance
 - Service Provider Response Requirements
- Section 5: Award Document – St. Charles Agreement for Professional Services
 - Exhibit A: This solicitation document and all addenda
 - Exhibit B: Awarded Response and Clarification Documents
 - Exhibit C: Insurance Requirements
 - Exhibit D: Change Order Document

INSTRUCTIONS TO PROPOSERS FOR PROFESSIONAL SERVICES

Solicitations are open to all qualified firms actively engaged in providing the services specified and inferred.

SOLICITATION PROCESS

Request for Proposal

- 1) The City of St. Charles solicits qualified firms for Professional Services.
- 2) Firms are qualified based on either
 - a) A public formal Request for Qualifications which may be either a separate solicitation or incorporated within a Request for Proposal.
 - b) Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
 - c) Prior experience providing the service.
- 3) A formal Request for Proposal is submitted to qualified firms.
- 4) It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to Procurement@stcharlesil.gov by the last date for questions as reflected on the first page of this document. A written response in the form of an addendum will be published by the date stated.
- 5) Proposers shall acknowledge the receipt of any addendum in the spaces designated in the Response Documents.

The Cone of Silence

- 6) The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
- 7) During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
- 8) Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation.

Exceptions to the Cone of Silence

- 9) Written communications directed to Procurement@stcharlesil.gov
- 10) All communications occurring at pre-bid meetings.
- 11) Oral presentations during finalist interviews, negotiation proceedings, or site visits.
- 12) Oral presentations before publicly noticed committee meetings.
- 13) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
- 14) Procurement of goods or services for Emergency situations.

Investigation

- 15) It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
- 16) If a work site is involved in this solicitation, and the site of the work is:
 - a) An area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
 - b) An area open to the general public, the proposer may perform their inspection at a time of their choosing.
- 17) Participating Supplier shall inspect in detail the delivery location, installation site, and/or work site and familiarize themselves with all the local conditions and the detailed requirements of delivery, installation, or construction.
- 18) No plea of ignorance by the Participating Supplier of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Participating Supplier to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City, the compensation to the supplier, or a change in the formal offer submitted to the City per City's defined cost structure.

Proposals

- 19) Proposals must be submitted electronically. All necessary documents are available through the City's website, <https://www.stcharlesil.gov/bids-proposals> which provides a hyperlink to DemandStar. Downloading documents and submitting proposals requires registration with "DemandStar." You can register and create an account by going to www.demandstar.com/register.rsp. DemandStar is a free service used to browse solicitation opportunities, receive general or targeted solicitation opportunity notifications, and participate in procurements.

Signatures as Offer

- 20) Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
- 21) Signatures (*reference signature page*) by
- Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
 - Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers

- 22) Offers may be withdrawn at any time prior to the due date.
- 23) Offers may not be withdrawn after the due date without the approval of the Procurement Division.
- 24) Negligence in preparing an offer confers no right of withdrawal after opening/due date.

Timeframe and Consequences

- 25) Offers must be received before the designated time.
- 26) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Receipt of Formal Offers

- 27) Firms submitting formal offers will be identified on a formal List of Proposers published on the City's website <https://www.stcharlesil.gov/bids-proposals> within two business days.

Taxes

- 28) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
- 29) The City's Sales Tax Exemption Number is E9996-0680-07.

EVALUATION OF OFFERS

Receipt of One (or too few) offers

- 30) If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will be:
- Held until the new due date and time, if there are no changes in requirements, and pending agreement with the Proposer.
- 31) If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

Determining Responsiveness of the Proposal

- 32) Responsive offers will be reviewed for compliance, and if compliant, will be deemed responsive.
- 33) Responsive offers are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation, inclusive of all requirements, compliant to all product specifications, able to meet

delivery requirements, accepting of all contract terms and conditions.

- 34) The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division.

Determining Qualifications

- 35) Participating Suppliers submitting responsive offers will be evaluated, and if qualified, will be deemed responsible.
- 36) The City reserves the right to determine the competence, the financial stability and the operational capacity, professional skills, and qualifications of the Participating Supplier.
- 37) Upon request by the City, Participating Supplier shall furnish evidence for the City to evaluate their resources and ability to provide the goods/services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, certificates, licenses; listing of committed but not yet completed orders; financial statements.
- 38) Participating Suppliers may be required to submit samples of items within a specified time frame and at no expense to the City. If not destroyed in testing, samples will be returned at the Participating Supplier's request and expense. Samples which are not requested for return within thirty (30) days of the completion of the evaluation will become the property of the City.
- 39) Participating Suppliers may be required to affect a demonstration of the good/service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
- 40) Participating Suppliers may be offered the opportunity to interview. The City does not intend to interview all Participating Suppliers.
- a) Participating Suppliers may be required to submit additional data during the interview process.
 - b) The City does not intend to require additional data from all interviewed finalists - only when in the City's best interest.
 - c) Time frame for interviews are reflected in the Schedule portion of the solicitation.
- 41) Participating Suppliers may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Participating Supplier.
- a) The City will contact references to verify Participating Supplier's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' feedback on the supplier's/proposer's character, integrity, and reputation for good judgment.
 - b) The City may require a site visit. Participating Suppliers will be asked to include applicable locations within a 200-mile radius of the City of St. Charles. The City will obligate its own funds for travel to any site that arises from the evaluation of proposal responses.
- 42) The City reserves the right to eliminate a Participating Supplier who has not demonstrated the required years of service within the required specialty.
- 43) The City reserves the right to determine if any of the above or other information might hinder or influence the quality of the work specified, or impair the prompt completion of additional work such as future maintenance and service.
- a) Past unsatisfactory performance is sufficient to justify a finding of non-responsibility.
 - b) Previous award of work does not guarantee future award(s).

Waivers and Rejections of Submittals

- 44) The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the submittal. The City may conduct discussions with Participating Suppliers to further clarify the submittal as may be necessary. Clarification and/or correction of the submittal shall be effected by submission to Procurement@stcharlesil.gov of the corrected page of the submittal with changes documented and signed. Receipt must be within 3 hours of request.
- 45) The City reserves the right to reject any or all submittals for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which material requirements for some items are

substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.

Confidential Information

- 46) Proposals are subject to Illinois State FOIA requirements including the following exemptions:
- a) (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
 - b) Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
- 47) ***Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

REQUIREMENTS if Awarded the Work:

Contracts

- 48) The successful Proposer is required to enter into a contract with the City covering all matters set forth in the solicitation document, addenda and clarification process.
- 49) Contract must be fully executed by the proposer within ten (10) days of notice to award. Any delays will postpone staff's submittal for City Council/City Administrator approval.

Insurance

- 50) The successful Proposer, if awarded by contract, will be required to carry insurance acceptable to the City. (Reference Contract Exhibit C).
- 51) Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the order.
- 52) The Proposer's obligation to purchase stated insurance cannot be waived by the City's action or inaction.

Security Clearance

- 53) Background checks inclusive of finger printing MAY be required for service providers working in secured areas. Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the City's Police Department.
- 54) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

Audit

- 55) The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

Protests

- 56) Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
- a) Protests involving the solicitation process must be presented in writing to Procurement@stcharlesil.gov no later than the last date for questions as reflected on the first page of this document.
 - b) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to Procurement@stcharlesil.gov no later than three business days after results are publicly posted.

- 57) Protests must include: the name and address of the protestor; the title and solicitation # of the solicitation; and if available: if an award has been recommended, the city public meeting agenda #, the award document number, identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
- 58) A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total value of the award, or \$1,000, whichever is less.
- a) If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
 - b) If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
- 59) Upon receipt of the notice of protest, the Procurement Division shall stop the award process.
- a) The Procurement Division will rule on the protest in writing within two business days from receipt of protest.
 - b) Appeals of the Procurement Division's decision must be made in writing within two business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - c) The City Administrator's decision is final.

Special Provisions for Professional Services

Part 1: REGARDING THE SOLICITATION PROCESS:

A) Required Submittal Documents

- 1) Cover Page
- 2) Signature Page
- 3) Price Proposal Page
- 4) Certification of Compliance
- 5) Service Provider Response Requirements

B) Evaluation Criteria

The awarded proposer will be selected based on:

- Quality of response
- Capacity to complete all City requests identified in the Scope of Services
- Experience conducting similar development feasibility studies
- Ability to complete by defined timeframe
- References
- Cost

C) Evaluation Process

- 1) An evaluation committee comprised of City staff will review, evaluate and score all proposals and interviews based on the criteria and weights defined below.
- 2) Proposals will be reviewed for compliance, and if compliant, will be deemed responsive.
 - i. Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all contract terms and conditions.
 - ii. The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division.
- 3) Proposer Qualifications will be reviewed, and if qualified, will be deemed responsible.
- 4) Proposals deemed both Responsive and Responsible will be reviewed by the evaluation committee. The committee will utilize the Evaluation Criteria when reviewing proposals.
 - i. The City reserves the right to seek clarification of proposals.
- 5) Proposed Fees will be analyzed for totality of costs.
- 6) Finalists may be invited for an interview.
 - i. The City does not intend to interview all proposers.
 - ii. Proposers may be required to submit additional data during the interview process.

D) Basis of Award

- 1) Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
- 2) While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
- 3) Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.
- 4) The City reserves the right to award a shorter term of service, by phase or deliverable, part or portion of a phase or deliverable, any line item or option regardless of order listed.

Part 2: REGARDING THE WORK

E) The Contract for Professional Services is attached for reference at the end of this document.

F) Contract Administration

- 1) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
- 2) Once the "Work May Proceed" order is issued, the work will be turned over to the City's Project Manager.
 - i. The Project Manager's primary responsibility is to assure the City receives the professional services in accordance to the requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

G) Communications Plan

The Service Provider is required to provide the City's Project Manager with updates of the project inclusive of but not limited to: portion of work completed, assumptions, problems encountered... The updates can be in person or over the phone, at the discretion of the City.

H) Change Order Procedure

The City reserves the right to make changes to the Scope of Work 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.

- 1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
- 2) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion of services, renewal or any combination thereof.
- 3) Change orders will describe the City approved change(s), will refer to the service provider's recommended proposal for change, and will be signed by the City and the service provider prior to implementing the change.
- 4) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
- 5) If the service provider's proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the City will authorize the documented Change Order which will be confirmed as a contract amendment.

I) Payment

- 1) Services shall be invoiced monthly or on an agreed upon schedule.
- 2) Authorization of payment requires receipt of service provider's invoice, acceptance of services by Project Manager and receipt of other required paperwork.
- 3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

J) Service Issues

The service provider shall not be reimbursed until services are compliant.

Requirements and Specifications

EXECUTIVE SUMMARY

The City of St. Charles is seeking proposals from qualified firms to conduct a development feasibility study of City-owned property along the Fox River, 10 State Avenue, in Downtown St. Charles, IL. The City is NOT seeking development proposals or concepts from developers at this time. The intent of the development feasibility study is to evaluate the site from a land-use, design, infrastructure, environmental, and financial perspective to determine feasible development options that align with the City's vision of the property. The information collected in the feasible study may be used to issue a Request-For-Proposal seeking development or land-use options for the property.

The property includes a former Police Station facility, and may also incorporate adjacent open spaces and parking lots, as defined herein and shown in the attachments.

In 2020 the City updated its Comprehensive Plan recommendations for the Downtown Sub Area, in part due to the anticipated redevelopment of this City-owned site. City Staff gathered community input on the future development of downtown St. Charles through several community visioning sessions. The feedback that was solicited throughout the planning process significantly influenced the guidelines and recommendations established in the updated plan.

The City issued a Request-for-Concepts on November 15, 2021. In March of 2022, the City received four concept proposals from four developers. Two of the proposals were heavily residential and two of the proposals were considered mixed-use. After review, City Council voted to reject all proposals citing the need for more information about the site before committing to a specific development. City Council directed staff to hire a firm to conduct a feasibility study to investigate the site further.

SITE PROFILE

The subject property is located immediately north of the St. Charles Municipal Center in downtown St. Charles. The site is adjacent to other City facilities, including Century Station offices, City Fire Station #1 and various utility structures. The site is located on the east side of the Fox River with frontage on Riverside Avenue and is centrally located with easy access to restaurants, entertainment, and shopping elsewhere within Downtown and outdoor recreation along the riverfront. See Project Site Area, Attachment A, for reference.

Site Description:

The property includes the core Police Station site, depicted in Attachment A, with adjacent open spaces and parking lots. The structures that comprise the former Police Department facility are of various ages and include late 19th or early 20th century industrial buildings and a 1980s era "wing" along the riverfront that was constructed around a central access court. This court provides access to a City water well site located inside the court. The structures are within the City's Central Historic District, but all are rated as "Non-Contributing" structures.

Zoning:

The core redevelopment site of the former Police Station is mostly zoned CBD-1, Central Business District. The purpose of the CBD-1 is to provide for the maintenance and orderly growth of a mixed use, pedestrian friendly, compact district of retail, service, office, and higher density residential uses in the central area of the City. A small amount of land on the north end of the Police Station facility is zoned Public Land.

The CBD-1 zoning district has no maximum building coverage but restricts building heights to a maximum of 50 feet. The City may allow a Planned Unit Development (PUD) review process thereby allowing land-use and design elements that are not currently allowed per existing zoning.

In addition to plans for the core Police Station site, there are adjacent parking lots to the east and south of the core site that are included in the subject area, which have been considered to be incorporated into a redevelopment of the area. These parking lots are identified as "Area A" and "Area B" on Attachment A. Area A is zoned CBD-2.

The purpose of the CBD-2 Mixed Use District is to provide a properly scaled mixed-use transition between existing single-family residential neighborhoods the retail core of the CBD-1 Central Business District. The CBD-2 District permits a mix of retail, service, office, and medium-density residential uses within buildings that are of a reduced height and scale than that permitted in the CBD-1 District. However, development in this district is also intended to retain a pedestrian oriented character, similar to that of the CBD-1 District. Area B is zoned CBD-1. See Attachment B for Zoning and Building Height map.

Site Conditions:

The City has identified three site conditions that could present a challenge to any development on the property and could alter how any development of the property is designed and its financial feasibility. See Attachment C for Utilities and Floodplain map.

- 1) No environmental analysis has been conducted on the site to-date; however, given the historical uses of the property, there is potential that environmental remediation may be required as a part of the redevelopment project. It is expected that a Phase 1 Environmental Study will be conducted to ensure the site is appropriately remediated and costs for the cleanup costs are estimated.
- 2) Historically, developments situated along the river in the downtown have encountered bedrock and the City suspects that this site would not be any different.
- 3) The site includes floodplain along the Fox River. The 100-year floodplain line follows the existing topography around the buildings and will likely be impacted by any redevelopment of the site. Floodplain elevations and regulations applicable to buildings near a floodplain will be important site engineering considerations.

Utilities:

The project site is served by all standard City of St. Charles public utilities including water, storm sewer, sanitary sewer and electric. (Note that the electric service in St. Charles is provided by a City-operated Municipal Electric Utility.)

There are a number of utility lines crossing through or around the site that may not be easily relocated; the effects of which may add substantial costs or limit the building footprint of any redevelopment. The area also includes fixed utility facilities, such as a City well site and electric substation, which cannot be relocated, and whose connections and access must be maintained.

With respect to specific utility lines crossing through or around the site:

- Sanitary sewers passing around the site are regional trunk lines that likely cannot be rerouted.
- Certain watermains could potentially be re-routed; however, the mains interconnect with fixed facilities in the immediate area (including two well sites, a treatment building and a reservoir building). Also, the network of underground infrastructure is crowded, which may limit routing alternatives. Additionally, other downtown development projects have struggled with very-old and undersized municipal water mains, and any substantial development proposed for this area may have similar struggles.
- Overhead electric poles along the east side of Riverside Avenue carry both Commonwealth Edison power to the substation site and City electric distribution lines exiting the site. The City believes it would be a substantial cost to place these lines underground.

River Corridor Open Space:

It is a priority of the Comprehensive Plan to maintain public open space along the riverfront. The 2020 Comprehensive Plan update for Downtown provides guidance that, at a minimum, there should be a 60-foot-wide open space corridor running along the east shoreline of the Fox River. It also identifies a 20-foot minimum river trail/promenade width be included within this open space. The City has included the 60-foot-wide open space as “Area C”, identified on Attachment A, as a potential part of the project site; however, Area C should be maintained as some form of open space in conformance with the Comprehensive Plan. There is an opportunity for shared public and private uses within the open space corridor and along the river walk path.

Special Service Areas:

The properties are located in entirely two of the City’s Special Service Areas- 1A and 1B.

- SSA-1A provides for the maintenance of public parking to serve the downtown.
- SSA-1B provides for downtown revitalization efforts relating to economic development and promotional activities in the downtown area.

SCOPE OF SERVICES

Planning

1. **Public Engagement:** The City conducted a Comprehensive Plan Amendment in 2019-2020, which included public engagement via various community meetings. The plan added the Police Station site as a Downtown Subarea “Catalyst Site”- defined in the plan as “underutilized properties where redevelopment could have a catalytic impact on the surrounding area.” The plan recommended an open space corridor along the river, and mixed-use redevelopment of the Police Station property. The proposals submitted for the 2022 Request-for-Concepts reignited discussions regarding the highest and best use of the property. Before the City would re-issue an RFP for the development of the property, developers need more direction on the type of project, amenities, and design features that would be broadly supported by the community and City Council.

The City is seeking a public engagement program which would allow for community residents and stakeholders to provide input on how the property is utilized. For other planning/strategic projects, the City has used Open-house style community meetings, surveys, focus groups, and a project website to engage the community. The City will rely on the consultant for best practice methods to engage with the public.

Technical

1. **Environmental Site Assessment:** A Phase I Environmental Site Assessment will need to be performed to understand the current environmental conditions and the potential scope and cost of any remediation.
2. **Geotechnical Analysis:** The City needs to gain a better understanding of the soil structure and bedrock depth across the site. Underground parking has been suggested at this site. Ultimately, there needs to be an understanding of how the soil structure and bedrock would impact any development, but specifically the feasibility of underground parking.
3. **Floodplain Mitigation Analysis:** The site being partially encumbered with floodplain adds an additional barrier to development of the property. The City is seeking concepts for how the floodplain can be mitigated in a cost-effective manner and be incorporated into the site design.

4. Utility Analysis: The site is already served by public utilities including water, storm sewer, sanitary sewer, and electric. The City is seeking an analysis which identifies the services current condition and capacity. Ultimately, the City would like to determine the following:
 - a. Do the existing utilities need to be replaced regardless of what type of development occurs on the property?
 - b. What types of development can be supported by the existing utility infrastructure?
 - c. What types of development would require utility upgrades?
 - d. Is it more efficient or cost effective to develop around the existing utility infrastructure or relocate in order to accommodate a larger development? What utilities would be cost effective to relocate?
5. Demolition Costs: The City is seeking an estimate for the cost to demolish the structures on the property and secure the site.
6. Traffic Study: The property is adjacent to Riverside Ave which intersects with Main Street (Route 64). There are two streets that are perpendicular to Riverside Ave, and thus have access to the subject property, State Ave and Cedar Ave. These streets have small retail uses closer to the subject property but also connect to surrounding residential neighborhoods and Fifth Avenue (Route 25). The subject property is also directly across from the active City of St. Charles Fire Station 1. The Fox River regional bike trail crosses through the site area on-street along Riverside and State Avenues. Bike and pedestrian traffic crosses through the site to Pottawatomie Park and the Great Western Trail bike bridge across the Fox River.

The City is requesting a traffic study be conducted to analyze the impact of various development options which vary from low intensity-uses to high intensity-uses. The analysis should address the following issues:

- a. Riverside Ave Capacity
 - b. Needed improvements at the intersect of Main Street/Riverside Ave
 - c. Limiting traffic congestion on State Ave and Cedar Ave
 - d. Avoid traffic conflicts with Fire Station 1
 - e. Pedestrian and Bike Trail infrastructure improvements through the site area
7. Parking Analysis: The City is currently in the process of conducting a Downtown Parking Study. The consultant would be expected to utilize data and information gained from the study to evaluate how parking can be addressed on the subject property for a variety of uses.

Project Area

The Project Area is depicted on Attachment A. While the focus area for the feasibility study area is the Police Station Site, the study area also includes Area A, B, and C as these areas may impact and/or be included in the proposed redevelopment of the Police Department Site.



Cover Page

Downtown Riverfront Property Feasibility Study
(ED2023-41)

Based on
Addendum # _____

Proposal Prepared By:			
Firm Name		Sales: Price, Quality and Service	
DBA		Contact Name	
Signature		Phone #	
Print Name		E-Mail	
Position		Customer Service: Purchase Order, Invoicing, Payment	
Phone #		Contact Name	
E-mail Address		Phone #	
Operations: Scheduling and Managing the Work		E-Mail	
Contact Name		Mailing Address for Payment via Check:	
Phone #			
E-Mail			

This business Firm is (check one) An Individual A Partnership A Corporation An LLC

Exceptions: (check one)

This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (*reference section name and identifying reference*):



Signature Page

Downtown Riverfront Property Feasibility Study (ED2023-41)

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Project Manager – Derek Conley

ATTEST _____

DATE _____

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____

Attach seal here



Price Proposal Page

Downtown Riverfront Property Feasibility Study (ED2023-41)

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the City without an authorized change order and written approval by the Purchasing Division confirmed via purchase order amendment.

**Total Flat Fixed Fee for Downtown
Riverfront Property Feasibility Study**

\$ _____

Please include a detailed summary of expenses and a timeline for completing the proposed project.

We accept payment via City of St. Charles credit card, **without additional** fees. Yes No

We will allow a discount of _____% if payment is received within _____ days of invoice.



Certification of Compliance

- (A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
- (B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.
- (C) The undersigned certifies that, pursuant to the Public Act 101-0221, Section 2-109, and the City of St. Charles Anti-Harassment Policy (adopted by ordinance on December 16, 2019), the bidder complies with and certifies that **Sexual Harassment Prevention Training** is provided at least once a year to all employees who work with City employees and/or on City property. The City may, at any time, request proof of the vendor's compliance, and the vendor will comply with evidence within two business days.
- (D) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting **Bid-rigging or Bid-rotating**, the bidder is not barred from bidding on this project, or entering into a contract for this project.
- (E) The undersigned certifies that, pursuant to the **Federal Acquisition Regulation** (FAR 48 C.F.R. §52.203-2) the bidder agrees that:
- Prices in the offer have been arrived at independently without consultation, communication, or agreement with any other competitor;
 - Prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other competitor before bid opening or contract award unless otherwise required by law; and
 - No attempt has been made or will be made by the bidder for the purpose of restricting competition.
- (F) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (G) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
- (H) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
- (I) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
- (J) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
- (K) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St. Charles which would in any way be construed as an unethical business practice.
- (L) The undersigned certifies that, pursuant to the Public Act 102-0265, which amends the Property Tax Code 35 ILCS 200/18-50.2, the bidder, when required, states and certifies that it will provide the City of St. Charles with a **Vendor Information Reporting Form** upon request.

Check One:

- There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.
- There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of St. Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name _____ **Signature** _____ **Date** _____

Certification of Compliance



Service Provider Response Requirements

Downtown Riverfront Property Feasibility Study (ED2023-41)

Please provide the below information

Experience and Capabilities

1. Experience as evidenced by a listing of references from similar projects in size and scope within the past five (5) years. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment. References within the greater Chicago area preferred.
2. Evidence of Financial Stability to fund this project and any and all continuing services this project may require throughout the standard life cycle: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank
3. Provide a W-9

Statement of Experience (not to exceed 3 pages)

4. How many years has your firm been in business under this name? Any other name? Other ownership? Provide details.
5. What is the value of the firm's work: Completed in the past 12 months? Now under contract?
6. What is the number of clients in your firm: Serviced in the past 12 months? Now under contract?
7. How many years has the individual who will oversee our project worked in a leadership role on projects similar in scope and size? Provide: Resume and personal references from past related projects (even if associated with a different firm);
8. What are the roles and expectations of each staff member assigned to the project?
9. How do you measure and gauge performance capabilities?

Work Specific Knowledge

10. Credentials / Licenses / Certifications
11. Attach a list of the areas of work that will be performed by a sub-contractor or other firm.

Safety Risk

12. Certificate of Insurance (proof of)
13. A brief explanation of the following:
 - a. A time your organization failed to complete a contract
 - b. Bankruptcy or reorganization
 - c. Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years
14. Any other services your firm may offer that would benefit the City of St. Charles?
15. Critique the scope of work: what works, what deletions, changes or options for achieving desired outcomes do you recommend?
16. Describe more detailed alternatives that impact quality, time, price, and deliverables.



City of St. Charles

REFERENCE FORM

Project: Downtown Riverfront Property Feasibility Study
(ED2023-41)

The following is a list of **FIVE (5)** references that have performed projects similar in size & scope within the last five (5) years.

1. Company Name and Address	Scope of Work:	
	Date(s):	
	Amount:	
	Project Manager:	
	Telephone No:	
	Email:	
Comments:		
Reference Verified: Yes ___ No ___		

2. Company Name and Address	Scope of Work:	
	Date(s):	
	Amount:	
	Project Manager:	
	Telephone No:	
	Email:	
Comments:		
Reference Verified: Yes ___ No ___		

3. Company Name and Address	Scope of Work:	
	Date(s):	
	Amount:	
	Project Manager:	
	Telephone No:	
	Email:	
Comments:		
Reference Verified: Yes ___ No ___		

4. Company Name and Address	Scope of Work:	
	Date(s):	
	Amount:	
	Project Manager:	
	Telephone No:	
	Email:	
Comments:		
Reference Verified: Yes ___ No ___		

5. Company Name and Address	Scope of Work:	
	Date(s):	
	Amount:	
	Project Manager:	
	Telephone No:	
	Email:	
Comments:		
Reference Verified: Yes ___ No ___		

Company Name: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the submittal.

St. Charles Agreement for Professional Services Downtown Riverfront Property Feasibility Study

This agreement for professional services ("**Agreement**") has been awarded on _____, 2023 by City Council / or / by City Administration and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and _____ ("**Professional Service Provider**") (Inc/LLC/Co/sole proprietorship), located at _____. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued Request for Proposal #ED2023-41 (**Solicitation**) for professional services entitled Downtown Riverfront Property Feasibility Study ("**Project**");

Whereas, the Professional Service Provider submitted an offer (**Offer**) in response to the Solicitation and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider the Project, inclusive of options / phases # _____ and reimbursable expenses in a total amount not to exceed \$ _____; [Options / Phases not listed have not been awarded.]

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

- A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
 - The City's Solicitation Package (minus the response pages and sample award documents), all addenda and any related documents is attached as **Exhibit A**
 - The Professional Service Provider's offer and all related documents is attached as **Exhibit B**
 - Insurance Coverage for Professional Service Provider is attached as **Exhibit C**
 - Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
- B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

- A. Scope of Services.** Professional Service Provider shall provide awarded Services in accordance with the Project Requirements stated within the City's Solicitation [**Exhibit A**], and the Offer submitted by the Professional Service Provider [**Exhibit B**].
- Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
 - Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.

c. **Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Service Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Service Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Service Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Service Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

B. Status of Independent Professional Service Provider. Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

- A. Term.** This Contract commences on (date) and terminates on (date) / or / becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider and terminates upon completion of Project as defined in writing by the City. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
- a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.
 - b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24-hour notice specifying the effective date of

termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.

- c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.
- d. **Convenience.** Termination for convenience does not necessitate a reason. The City may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
- e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.

C. Stop Work. The City may, at any time by written order, require the Professional Service Provider to stop all or part of the services required by this contract. Upon receipt of such an order, the Professional Service Provider shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

Article 4: Compensation

A. Price. The City shall pay the Professional Service Provider for Services in accordance with the amounts set forth in the Offer. **[Exhibit B]** The maximum price stated on page 1 of this agreement may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form **[Exhibit D]**, and shall be attached as an amendment to this Contract.

B. Invoicing. The Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for

travel, postage, duplication, subcontracted services; supplier's invoices to justify material mark-up; certified payroll; waivers of lien; and supplier's invoices to justify material mark-up.

- C. Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt Payment Act or Professional Service Provider's invoice, whichever is more favorable to the City.
 - a. Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
 - b. Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In **Exhibit C**.
- C. Standard of Performance.** The Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.
- D. Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.
- E. Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. Hold Harmless and Indemnification.**

- a. **Patents and Copyrights.** The Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.
- b. **Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

Article 6: Policies

- A. **Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers' possession.
 - a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.
 - b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
 - c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.
- B. **Discrimination Prohibited.**
 - a. **Equal Employment Opportunity.** The Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
 - b. **ADA.** The Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. **Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. **[Exhibit D]**
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** The Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:

a. **If to the City**

City of St. Charles
Attn: Procurement Division
2 East Main Street
St. Charles, IL 60174
Email: Procurement@stcharlesil.gov

b. **With electronic copies to**

Procurement Division: Procurement@stcharlesil.gov
Project Manager: Derek Conley; dconley@stcharlesil.gov

c. **If to the Professional Service Provider**

Article 8: Applicability

- A. Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.
- B. Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. Severability.** If any provision of this Professional Service Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Project Manager -

ATTEST _____

DATE _____

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____

Prior to commencement of the Services governed by contract between the City of St. Charles (**City**) and the Professional Service Provider (**Insured**), the Professional Service Provider shall provide the City with satisfactory evidence of insurance coverage, and when requested, evidence of each of its subcontractors, consultants and agents hired to provide the services for the Project.

1. At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.
2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.
 - a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.
3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.
4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.
5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):
 - a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.
 - b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the project to the end result. The Professional Service Provider shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
6. The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.
7. Insured shall include the City as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.
 - a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Agreement will terminate.



CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

SAMPLE

COVERAGES CERTIFICATE NUMBER: 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
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	Policy Number	eff date	exp date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Policy Number	eff date	exp date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Policy Number	eff date	exp date	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Policy Number	eff date	exp date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY			Policy Number	eff date	exp date	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Project Name, Project Number (when applicable)
 The City of St. Charles is added as Additional Insureds, when required by written contract, on the General Liability and Auto Liability on a primary and non-contributory basis with respect to operations performed by the Names Insured in connection with this project.
 A Waiver of Subrogation in favor of the Additional Insureds applies to the Workers' Compensation and General Liability policies, when required by written contract and where allow by law.
 The Umbrella must follow form over the underlying liability with regards to coverage terms and conditions, Additional Insured, and Waiver of Subrogation.

CERTIFICATE HOLDER City of St. Charles 2 E. Main St. St. Charles, IL 60174	CANCELLATION 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 <p style="text-align: center;">Signature</p>
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Change Order: *Downtown Riverfront Property Feasibility Study*

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

1. This Change Order is required due to (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions |
| <input type="checkbox"/> Change in Scope | <input type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/> | |

2. The effect of this change is (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Total Cost is increased by \$ _____ | <input type="checkbox"/> Extension of _____ (calendar / work) days |
| <input type="checkbox"/> Material is increased by \$ _____ | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ | |
| <input type="checkbox"/> | |

3. Attachments Supporting Change Order (check all that apply)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor's Proposal | <input type="checkbox"/> other: _____ |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) | |

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	a	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	b	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	c	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ _____	d	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	e	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? No	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

City Project Manager _____ date _____

City Administrator _____ date _____

Contractor/Professional Service Provider _____ date _____

Utilities & Floodplain

Water Main ——— Sanitary Sewer → Overhead Electric - - - - -



Project Site Area



City Utility Buildings

C

Police Station Site

Potential connection to Site A

A

State Ave

B

Riverside Ave

Century Station (City Offices)

Fire Station

Cedar Ave

Municipal Center

Main Street/Route 64

Zoning & Building height

Spot elevations shown

