REQUEST FOR PROPOSAL (RFP) Illinois Urban Manual Update

October 11, 2019

Introduction:

The Illinois Urban Manual Partnership is requesting proposals for professional engineering and consulting services (*Consultant Services*), which includes, but are not limited to, research, design, and cost estimation that are necessary to prepare a Practice Standard and associated Specifications, Standard Drawings or Schematics for the Illinois Urban Manual (IUM) described below in this Request for Proposal. Respondents must be able to demonstrate experience with the type of project described herein. The submitted proposal should include the firm's qualifications, project team, resumes, scope of services/tasks and examples of standards or specifications written by the firm for construction or post construction Best Management Practices (BMPs). The schedule and not-to-exceed costs for completing the project specified below.

Background:

Beginning in the 1970s, successive manuals were developed to provide guidance on construction site erosion and sediment control. In 1995 the IUM replaced all of these manuals. Developed as a cooperative effort between U.S. Environmental Protection Agency (EPA) and U.S. Natural Resources Conservation Service (NRCS), the IUM has been recognized as the minimum standard in NPDES permits, the U.S. Army Corps of Engineers permits, and many local ordinances. The EPA paid for the manual and NRCS provided engineers to develop construction BMP standards based on the protocol used in their Field Office Technical Guide.

The manual was updated to meet and include National Pollutant Discharge and Elimination System Phase II regulations in 2002. Since that time the field of urban soil erosion and sediment control has progressed greatly and manufacturers have developed new, and improved old, products to reduce erosion and to control sediment. Illinois Soil and Water Conservation Districts, Illinois Department of Transportation, Illinois Environmental Protection Agency ((EPA), U.S. Army Corps of Engineers (Chicago District), USDA NRCS and the Association of Soil & Water Conservation Districts formed an IUM Steering Committee (SC) to identify IUM practice standards in need of deletion or revision and the need for new standards and drawings to be added. Participating organizations, soil and water conservation district personnel, and private sector engineers and consultants formed the IUM Technical Review Committee (TRC) and have been working toward updating the manual. The project began with a grant from the Grand Victoria Foundation of Elgin and has continued through financial assistance from IEPA grant opportunities.

Project Description:

The selected consultant (hereafter Consultant) will be responsible to undertake development of IUM drawings, both standard drawings and schematics for BMPs identified by the IUM Steering Committee. Working closely with the IUM Coordinator, the Consultant will develop a series of draft documents and modify them to the satisfaction of the Coordinator and Committees. The selected consultant (hereafter Consultant) will be responsible to undertake development of IUM Standards and associated Specifications, Drawings and/or schematics for BMPs identified by the IUM Steering Committee.

All RFP recipients are encouraged to review the current IUM website at <u>http://illinoisurbanmanual.org.</u> for more information on what Standards, Specifications, Drawings and schematics have already been developed and to familiarize themselves with the formatting and content of each type of document.

Scope of Services/Tasks:

The Consultant agrees to complete the following phases under supervision of the IUM Coordinator:

Phase 1. The creation or update of Practice Standards and associated Specifications along with Standard Drawings or Schematics.

- Update the following IUM Practice Standard in conjunction associated Specifications (Materials, Construction), Standard Drawings and Schematics:
 - Culvert Inlet Protection
- Creation of the following IUM Practice Standard in conjunction associated Specifications (Materials, Construction), Standard Drawings and Schematics:
 - Causeway

Phase 2. The development of this standard shall adhere to the following process.

- a. Prepare and provide a rough draft standard and any associated Specifications, Standard Drawings to the IUM Coordinator via email to request comments from TRC and SC.
- b. Review comments with IUM Coordinator.
- c. Incorporate agreed-to comments into a formal, final draft. Final draft document format shall be provided in MS Word, Adobe Acrobat, and in the case of drawings .pdf, .dxf, .dwf and .dwg file formats.
- d. Submit final draft to IUM Coordinator for posting to the Public Review website of the U.S. Army Corps of Engineers Chicago District.
- e. Once approved, provide copies of all documents in MS Word, Adobe Acrobat (and in the case of drawings, .dwf, .dwg, .dx and .pdf) for the approval of the SC and the Illinois Environmental Protection Agency.

Duties shall include all of the following tasks in the development of each practice standard unless otherwise stated:

- a. Review existing, if available, Illinois Urban Manual standard, literature including, but not limited to, other state-wide water quality best management practice (BMP) manuals, Federal and State agency and other unit of government or non-governmental organization technical guides and manuals, and appropriate research or proprietary product documents.
- b. Prepare updated or new practice standard and associated material for TRC and SC using the latest research and/or methods.
- c. Develop new, or reference existing, construction and material specifications.
- d. Prepare standard drawings or schematics.
- e. Adapt other items as specified (e.g., design worksheets, Conservation Practice Physical Effects (CPPE) evaluations, etc) from other states' manuals.
- f. All standards, specifications and other related materials should be applicable throughout the State of Illinois, considering soil, climatic, and other factors. Regional

differences should be noted as applicable. All products produced will conform to current IUM format, style and conventions.

Phase 3. General Services

Consultant will provide consultation services, participate in teleconference calls as requested with regard to updating the standards listed herein. All RFP recipients are encouraged to list a separate General Services line-item in their bid to cover this work.

Schedule

Duty	Weeks from Date of Contract Execution		
Provide a weekly status report to IUM	One, Two, Three, Four		
Coordinator			
Communication with IUM Coordinator as	Ongoing		
needed			
Send Standard and associated companion	Five		
materials such as Specifications, Drawings			
and/or Schematics to IUM Coordinator			
IUM Coordinator, TRC, SC Review	Five		
Conference call with IUM Coordinator to	Six		
review comments (IUM Coordinator's responsibility.			
Consultant must be present via phone)			
Revisions addressed and final draft documents	Eight		
delivered			

Instructions to Bidders:

Preparation of Proposals

All proposals must be signed and, if applicable, sealed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

The IUM SC reserves the right to make clarifications, corrections, or changes in this RFP at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. All work products produced including, but not limited to, documents, reports, information, documentation of any sort of ideas, whether preliminary or final, shall become and remain the exclusive property of the IUM SC.

Delivery of Proposals

Please submit an electronic copy of your proposal to the IUM Coordinator no later than 5:00 P.M. on October 25, 2019.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 90 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the IUM SC may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders. Acceptance and rejection of proposals is within the sole discretion of the IUM SC, and its decisions are final.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The IUM SC reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Illinois Urban Manual Update Initiative based on the evaluation factors listed below; 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 request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Evaluation of Proposals:

The submitted proposals will be reviewed/selected based upon factors including the following:

- (1) Experience on similar stormwater management standards or specifications with references (name, title, address, phone, e-mail & fax numbers) within the last five years only;
- (2) Firm Information (size, location, history, resources, etc.);
- (3) Qualifications (resumes or curriculum vitae) of personnel assigned to work on the project (project team), organizational chart, etc.;
- (4) Ability to meet project deadlines (provide schedule with work items/staff hours needed, critical path items, etc.);
- (5) Completeness of project approach (detailed scope of services/tasks, etc.)
- (6) Any additional services/tasks not identified in this RFP that the consultant believes will improve the project, reduce costs and time, etc.; and
- (7) Overall not-to-exceed cost (detailed cost breakdowns in terms of hours, hourly rates, general services costs, etc.).
- (8) Familiarity with, or participation on a committee or work group with the Illinois Urban Manual Update Initiative.

Follow-up discussions may be conducted with several Consultant(s) to resolve any questions, finalize the scope of work and agreement on final not-to-exceed costs as a means to recommend final selection to the SC.

Consultant Services Contract:

The IUM SC uses a standard Contract (with appropriate project description inserts/details) for consultant services, which the successful firm must execute. A copy of the form of Contract is included in the Appendix. Any modifications that the consultant plans to request to be made to the standard Contract must be noted in the consultant's Proposal. The IUM SC will take these requests under consideration.

Appendix/Enclosures:

- Consultant Services Contract
- Attachment A Phasing
- Attachment B Example Rate Schedule

Questions:

If you have any questions or need additional information regarding this RFP, contact Rick McAndless, IUM Coordinator at <u>r.mcandless@northcookswcd.org</u>.

APPENDIX

KANE-DUPAGE SOIL AND WATER CONSERVATION DISTRICT SERVICES CONTRACT

This contract no. xxxxx, entered into by and between______, hereinafter called the Consultant, and the Kane-DuPage Soil and Water Conservation District, hereinafter known as KDSWCD, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

- 1. SERVICES/PRODUCT: Consultant agrees to perform services as indicated in Attachments A and B including any other duties that may be assigned and to adhere to all work rules and unless otherwise agreed, provide all tools, equipment, commodities and other property, tangible and intangible, necessary to provide said services. Consultant shall designate a project manager to manage and coordinate its services and to be the point of contact for the KDSWCD.
- COMPENSATION: The total payment to Consultant for the services described above shall be \$
 _____. Payment will be made within 30 days of receiving invoices. The final payment will be
 made upon the completion of the project. Final Payment will not be made until services
 specified in Attachment A are completed to the satisfaction of the IUM SC and Illinois
 Environmental Protection Agency (IEPA).
- 3. TERM: The term of this contract shall be from November 1, 2019 through December 27, 2019.
- 4. CERTIFICATIONS: Consultant certifies that:
 - a. he/she has not been barred from contracting with a unit of Illinois State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, 720 ILCS 5/33E-3 or 5/33E-4.
 - b. under penalty of perjury, 032-0069261 is Consultant's correct Federal Taxpayer Identification Number, and Consultant is doing business as a (check one):
 - ____ Individual
 - ____ Sole Proprietor
 - Partnership

- ____ Real Estate Agent ____ Government Entity
- Trust or Estate
- ____Corporation ____ Tax Exempt Organization
 - Not-for-profit corporation
- (IRC 501(a) only)
- ____ Medical and Health Care Services Provider Corporation
- c. he/she does not pay dues to, or reimburse or subsidize payments by his employees for, any dues or fees to any discriminatory club (775 ILCS 25/2).
- e. he/she nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- e. he/she will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual, shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).

- f. he/she has disclosed, and agrees he/she is under a continuing obligation to disclose to the KDWCD, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which may conflict in any manner with the Consultant's obligation under this agreement; that it shall not employ any person with a conflict to perform under this agreement, and that no person has an interest in this agreement that would violate Illinois law.
- 5. ASSIGNMENT: This agreement shall not be assigned nor shall Consultant utilize any subcontractor without the prior written consent of and upon such terms as required by the KDSWCD.
- 6. TERMINATION: The KDSWCD may terminate this agreement without penalty at any time, in which event Consultant shall be entitled to a prorated portion of the contract amount based on the services actually performed by Consultant prior to the notice of termination. Consultant may terminate this agreement upon 30 days written notice to the KDSWCD and shall be entitled to a prorated portion of the contract amount based on the services actually performed by Consultant up to the date of termination.
- 7. COMPLIANCE WITH LAW: This agreement and Consultant's obligations hereunder are hereby made and must be performed in compliance with all applicable Federal, State, County and local laws, ordinances and regulations, including the KDSWCD's regulations. Consultant shall obtain all licenses or permits required under Federal, State, County or local laws, ordinances or regulations necessary to fulfill all of its duties and obligations under the terms of this agreement and shall supply the KDSWCD with proof of compliance with all such license or permit requirements prior to any of the work being performed under this contract.
- 8. NON-INTERFERENCE AND COOPERATION: Consultant shall do nothing to interfere with or prejudice the KDSWCD's right to recover damages or seek other relief against a third party, and shall furnish all reasonable assistance and cooperation to the KDSWCD in connection with the KDSWCD's action against such third party, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the KDSWCD.
- 9. NON-DISCRIMINATION: In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Age Discrimination Act, Age Discrimination in Employment Act, Americans with Disabilities Act, and all other applicable federal statutes, regulations and other laws the KDSWCD does not unlawfully discriminate in employment, contracts, or any other activity.

10. PAYMENT:

- a. The KDSWCD shall not be liable to pay Consultant for any supplies provided, services performed or expenses incurred prior to the term of this contract noted above. Ten percent of the total compensation shall be withheld until all work products are received.
- b. Payment will be made in the amount earned less previous partial payments within contract period and any agreed retainage.

c. Final payment shall be made upon determination by the KDSWCD that all requirements under this contract have been completed satisfactorily, which determination shall not be unreasonably withheld.

11. TAX COMPLIANCE: Consultant shall be in compliance with applicable tax requirements and shall be current in payment of such taxes, including but not limited to Federal, State, Local or Foreign income, gross receipts, license, payroll, excise, stamp, occupation, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto.

12. EMPLOYMENT STATUS:

- a. Consultant shall be an independent Consultant. Supplies provided and services performed pursuant to this contract are not rendered as an employee of the KDSWCD and amounts paid pursuant to this contract do not constitute compensation paid to an employee.
- b. The KDSWCD assumes no liability for actions of Consultant under this contract. Consultant shall remain fully responsible for his negligent acts and omissions, as well as of its agents, employees and sub-consultants, in the performance of the Consultant's duties under this contract.
- c. The Consultant shall maintain sufficient supervision and control over the services that it is to provide under this agreement to ensure that services enumerated herein shall be performed in a good and workmanlike manner at all times. Consultant is responsible for the collection and payment of Federal, State, County and local taxes, gross receipts, license, payroll, excise, stamp, occupation, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto applicable to each provision of services under this agreement and shall remit same to the proper collecting authorities in accord with applicable law or regulation.
- 13. CONFIDENTIALITY AND USE OF WORK PRODUCT: Any documents or information that is confidential obtained by the Consultant from the KDSWCD in connection with this contract shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the KDSWCD. Confidential documents and information includes, but is not limited to, the following categories of information: information regarding the KDSWCD's technology, computer programs, products, product specifications, techniques, inventions, discoveries, improvements, research, test results, or know-how; information regarding the KDSWCD's customers' and vendors' identities, characteristics, performance and agreements; information regarding KDSWCD's affiliates', sub-affiliates' and employees' characteristics, performance and agreements; and information regarding KDSWCD's marketing, sales and business plans, strategies, forecasts, unpublished financial information, budgets, projections, and efforts. Consultant acknowledges that such information is secret, valuable and owned by the KDSWCD, and that KDSWCD has exercised substantial efforts to preserve the information's secrecy. All work products produced under this contract, including, but not limited to, documents, reports, information,

documentation of any sort of ideas, whether preliminary or final, shall become and remain the property of the KDSWCD. The KDSWCD shall have the right to use all such work product without restriction or limitation and without further compensation to Consultant. Consultant shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, data, information, media, software, or know-how obtained from the KDSWCD except in performance of this contract. Consultant does hereby assign and convey to the KDSWCD the entire right, title, and interest throughout the world (including specifically all patent, trademark, trade secret and copyright rights – whether patentable or registrable or not – and including the right to bring suit based upon any of said rights and keep for itself any recovery derived therefrom) in and to all Prior Work Product and the KDSWCD is free to reproduce, modify, use or not use the Prior Work Product without restriction or further consideration to Consultant or any third party. Consultant also agrees that all right, title and interest in and to Future Work Product including any patent, trademark, trade secret, or copyright rights – whether patentable or registrable or not – belong to the KDSWCD. Consultant agrees to assign and hereby does assign all right, title and interest in and to Future Work Product to the KDSWCD. Nothing herein shall be construed as precluding the use of any data or information independently acquired by Consultant without such limitation.

14. RELEASE AND INDEMNIFICATION:

- a. The Consultant agrees to assume all risk of loss and to indemnify and hold the KDSWCD, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causation of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the KDSWCD) resulting from the negligence or misconduct of Consultant, its employees, agents, or subcontractors in the performance of the contract. Consultant shall carry insurance covering any and all work to be performed and agreed to under the terms of the contract, listing the KDSWCD as co-insureds, and provide a copy of said insurance to the KDSWCD prior to beginning any work. Consultant shall carry coverage not only sufficient to cover all work to be performed, but also for workers' compensation, bonding requirements, municipal obligations and the like, where applicable, and Consultant agrees to keep said insurance in effect for the duration of the work to be performed under the contract.
- b. The KDSWCD assumes no liability for actions of Consultant and is unable to indemnify or hold Consultant harmless for claims based on this contract or use of Consultant provided supplies or services.
- 15. PERFORMANCE REVIEWS: The KDSWCD may conduct a post performance review of the Consultant's performance under the contract. Any professional and artistic services performed under this contract shall be subject to a post performance review. The Consultant shall cooperate with the KDSWCD in this review. Consultant shall provide any required information within 30 days of the KDSWCD's request. The post performance review may be used by any Soil and Water Conservation District in determining whether to enter into other contractual relationships with the Consultant.

16. WARRANTY: Consultant warrants that all services will be performed in a good and professional manner.

17. DISPUTE RESOLUTION: The AISWCD shall not enter into binding arbitration to resolve any dispute that may arise under this Contract.

18. NOTICES: Notices shall be in writing and may be delivered by a) personal delivery, b) by mailing by regular and certified or registered mail, return receipt requested, c) by email transmission if an email address is furnished by the recipient party or is shown on the contract, d) by facsimile, provided that the notice transmitted shall be also sent by regular mail the next business day, or e) by overnight delivery. Notices sent by fax must show the date/time of successful receipt at the fax number set forth on the signature page. Either party may at any time give notice in writing to the other party of a change of name, address, of fax number. Notices to Consultant shall be sent to the person shown on the signature page. Notices to the KDSWCD shall be sent to 325 Dean Street, Suite 100, St. Charles, IL 60175, attention to Patrick McPartlan).

- 19. BREACH: Any breach of this contract by Consultant, including the failure of Consultant to totally and satisfactorily perform as specified herein, is cause for forfeiture by the Consultant of all compensation due and/or payable under this contract, without limitation upon any other relief available to the KDSWCD, and will allow the KDSWCD to terminate the contract and seek any other available relief including, but not limited to, damages and attorney's fees.
- 20. APPLICABLE LAW: This agreement and Consultant's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws. This agreement shall be construed in accordance with the laws of the State of Illinois.
- 21. ENTIRE AGREEMENT AND SEVERABILITY: This agreement, including any addenda thereto, constitutes the entire agreement between the parties. Any modifications must be in writing and must be signed by all parties. If any provision of this agreement should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted to the extent possible to give effect to the parties' intent.

By:	Ву:
	Chair: Kane-DuPage Soil & Water Conservation District
Date:	Date:

ATTACHMENT A: <u>Phasing</u>

The Consultant agrees to complete the following phases under supervision of the Illinois Urban Manual Coordinator:

Phase 1. Develop or Modify IUM practice standards Culvert Inlet Protection & Causeway \$0.00

Phase 2. General Services	Not to exceed	\$0.00
Total Estimated Fees		\$0.00

Phase 1. The development of this standard shall adhere to the following process.

- a. Prepare and provide a rough draft standard and any associated Specifications, Standard Drawings to the IUM Coordinator via email to request comments from TRC and SC.
- b. Review comments with IUM Coordinator.
- c. Incorporate agreed-to comments into a formal, final draft. Final draft document format shall be provided in MS Word, Adobe Acrobat, and in the case of drawings .pdf, .dxf, .dwf and .dwg file formats.
- d. Submit final draft to IUM Coordinator for posting to the Public Review website of the U.S. Army Corps of Engineers Chicago District.
- e. Once approved, provide copies of all documents in MS Word, Adobe Acrobat (and in the case of drawings, .dwf, .dwg, .dx and .pdf) for the approval of the SC and the Illinois Environmental Protection Agency.

Duties shall include all of the following tasks in the development of each practice standard unless otherwise stated:

- g. Review existing, if available, Illinois Urban Manual standard, literature including, but not limited to, other state-wide water quality best management practice (BMP) manuals, Federal and State agency and other unit of government or non-governmental organization technical guides and manuals, and appropriate research or proprietary product documents.
- h. Prepare updated or new practice standard and associated material for TRC and SC using the latest research and/or methods.
- i. Develop new, or reference existing, construction and material specifications.
- j. Prepare standard drawings or schematics.
- k. Adapt other items as specified (e.g., design worksheets, Conservation Practice Physical Effects (CPPE) evaluations, etc) from other states' manuals.
- 1. All standards, specifications and other related materials should be applicable throughout the State of Illinois, considering soil, climatic, and other factors. Regional differences should be noted as applicable. All products produced will conform to current IUM format, style and conventions.

Phase 2. General Services

Consultant will provide consultation services, participate in teleconference calls as requested with regard to updating the standards listed herein. All RFP recipients are encouraged to list a separate General Services line-item in their bid to cover this work. This work will be for items outside the scope of services as identified in Phases 1 of this agreement.

Items eligible under Phase 2 shall be billed for on an as-needed basis and include meetings, correspondence and other assistance that is not specific to work on any one standard in particular. The total costs listed for General Services are estimated at \$0.00 for each standard. Only actual time and material costs by the Consultant will be invoiced for General Services.

ATTACHMENT B:

Example Rate Schedule for "XYZ Consultants"

Position	Classification	2019		
	Но	ourly Rate	,	
			\$ Rate	
Principal in Charge	XX	\$ <u>0.00</u>		
<u>Sr. Project Manager</u>	XX	\$ <u>0.00</u>		
Project Manager/Project Engine	<u>er</u> xx	\$ <u>0.00</u>		
<u>Civil Engineer II</u>	XX	\$ <u>0.00</u>		
Landscape Architect	XX	\$ <u>0.00</u>		
<u>AutoCAD Technician</u>	XX	\$ <u>0.00</u>		
Administrative Assistant	XX	\$ <u>0.00</u>		
Reimbursable Direct CostsOutside Sub-Consultant ServicesActual Cost				
Other Project Specific Reimburs	able Costs <u>A</u>	<u>ctual Cost</u>		