



Wilmette Park District Request for Proposals

Shoreline Protection Study

August 29, 2019

Submission Deadline: September 27, 2019 at 10:00am

Steve Wilson, Executive Director

Wilmette Park District
1200 Wilmette Avenue
Wilmette, Illinois 60091
Phone (847) 256-9617
Fax (847) 256-7908
swilson@wilpark.org

August 29, 2019

To Whom It May Concern:

The Wilmette Park District is seeking proposals from interested coastal engineering firms that are capable of providing a complete evaluation of the existing conditions at Gillson and Langdon Park beaches and bluffs, as well as offer options, along with pricing, for any suggested improvements to protect the shoreline.

Enclosed is a Request for Proposals packet that introduces the project, specifies required qualifications and describes the scopes of services. Submittal instructions and a set of proposal forms are also included.

Proposals must be submitted in sealed envelopes and marked as follows:

“Wilmette Park District Shoreline
Protection Study”

Proposals should be delivered to the following address:

Wilmette Park District, Administration Office
1200 Wilmette Avenue
Wilmette, IL 60091
ATTN: Steve Wilson, Executive Director

Proposals will be received no later than 10:00 a.m., Friday, September 27, 2019.

Questions regarding this project or the enclosed documents can be directed to Steve Wilson at swilson@wilpark.org or (847) 256-9617.

Sincerely,

Steve Wilson
Executive Director

Enclosures

Wilmette Park District Request for Proposals Shoreline Protection Study

This Request for Proposals (RFP) is for the purpose of selecting an engineering firm who is qualified to provide a study of the existing conditions of the shoreline, along with prior installed protections, and provide a proposal and cost estimates for any additional shoreline protection.

General Requirements: Proposers are to submit two copies of their written proposals per this request. Mark one (1) copy as your original and sign where appropriate. Proposals will be **opened and evaluated on or shortly after the due date.**

Submission Location: Wilmette Park District,
Administration Office
1200 Wilmette Ave
Wilmette, IL 60091
Attn: Steve Wilson, Executive Director

Submission Date: Friday, September 27, 2019 10:00 a.m. C.D.S.T.
Proposals received after the time specified will not be considered.

Contact: Steve Wilson, Executive Director,
swilson@wilpark.org or (847) 256-9617

Contents: The following sections, including this cover sheet, shall be considered integral parts of this RFP:

- Cover Sheet
- General Information
- Terms and Conditions
- Scope of Services
- General Information Sheet
- References
- Licensee Profile
- Exhibit #1
- Exhibit #2

General Information

Introduction

Langdon Park is a 3.6 acre lakefront park located between residential condominiums and single family homes. Currently, the public swimming beach is closed due to existing conditions. The park has a newly installed tot lot as well as a bluff that leads to a small public swimming beach. Gillson Park is a 60-acre lakefront property that includes Wilmette Beach, Lakeview Center, and Wallace Bowl on the North Shore. The shoreline facilitates a sailing beach, swimming beach, passive use beach, dog beach and space for an aquatics based camp to operate.

Intention

The District is soliciting proposals from qualified professionals interested in supplying a study of the existing conditions of the shoreline, along with the prior installed protections, as well as proposals for any additional shoreline protection that would be recommended along with budgetary cost estimates.

Scope of Services

The engineer will work with Staff, Lakefront Committee as they see fit to develop an existing conditions analysis and proposed options for future protection efforts.

Examination of the Sites

All interested firms are encouraged to carefully evaluate the project description, the evaluation criteria and other relevant data contained in the request and to visit the project site to enhance their understanding of the existing conditions and requirements for the project services.

Interpretation or Correction of Request for Proposals

Proposers shall promptly notify the District of any ambiguity, inconsistency or error which they may discover upon examination of the Request for Proposals. Interpretation, correction and changes to the Request for Proposals will be made by written addendum and sent to all proposers to whom specifications have been issued. Interpretation, corrections or changes made in any other manner will not be binding.

Discussion of Proposals

The Wilmette Park District may conduct discussions with any proposer who submits a proposal. During the course of such discussions, the District shall not disclose any information derived from one proposal to any other proposer.

Negotiations

The Wilmette Park District reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

After a review of the proposals, and possible oral presentations, the District intends to

enter into license agreement negotiations with the selected vendor. These negotiations could include all aspects of services and fees. If a license agreement is not finalized in a reasonable amount of time, Wilmette Park District will open negotiations with the next ranked firm.

Reserved Rights

Wilmette Park District reserves the right at any time and for any reason to cancel this Request for Proposals or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the proposer, the District has ninety (90) days from the published submission date to enter into an agreement with a proposer. The District may seek clarification from a proposer at any time and failure to respond promptly is cause for rejection.

Incurred Costs

Wilmette Park District will not be liable, under any circumstance, for any costs incurred by respondents in replying to this RFP.

Award

It is the intent of the District to negotiate a license agreement with the highest-ranked proposer based on the submittal and interview. The District reserves the right to determine the highest responsible proposer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. Award will be based on the following factors (where applicable) as well as the Evaluation Criteria listed in the Terms and Conditions section of this document: (a) adherence to all conditions and requirements of the RFP specifications; (b) price; (c) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final license agreement. The District reserves the right to negotiate the terms and conditions of the license agreement with the selected proposer. The District reserves the right to interview proposers during the evaluation process. Selected proposers may be requested to provide oral presentations. Those proposers will be notified to arrange specific times. The District will not be responsible for any cost of the proposer's presentation.

Taxes

Wilmette Park District is not subject to Federal Excise Tax and is exempt from state and local taxes.

Equal Employment Opportunity

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

Additional Information

Should the proposer require additional information about this proposal, please e-mail to

Steve Wilson at swilson@wilpark.org no less than seven (7) days prior to the proposal opening date. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Proposers. No interpretation of the meaning of the plans, specifications or other documents will be made orally. Failure of any proposer to receive any such addendum or interpretation shall not relieve the proposer from obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a proposer to improperly submit a proposal.

Terms and Conditions

Proposer Qualifications

All proposers must be engaged in providing the services as outlined in these specifications, and must have been engaged in this field for a period of no less than three (3) years. Proposers must possess all required state and local licenses. The proposer personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The Wilmette Park District reserves the right to check references to ensure that competent persons will be utilized in the performance of the agreement.

Items to be Submitted

Along with their proposals, proposers shall submit:

- A Completed Price Sheet identifying license agreement cost
- General Information and References Sheets
- Licensee Qualifications

Proposals lacking these completed forms may not be considered for award.

We encourage proposers to include additional documentation supporting proposer's performance record, financial resources, experience, and reliability to execute this license agreement as described herein. Any and all exceptions to these RFP terms and specifications must be clearly documented on company letterhead.

Evaluation Criteria

A committee comprised of Wilmette Park District staff and officials will review proposals. This license agreement will be awarded based on the following criteria as well as those listed in the Award section of this document.

- 1) Compliance with the requirements of the Request for Proposals
- 2) Experience, reliability, and financial stability of proposer's organization, as well as qualifications of personnel proposed to service the Wilmette Park District
- 3) Knowledge of the Wilmette Park District
- 4) Knowledge of the Village of Wilmette
- 5) Value-added services
- 6) Similar services performed for other organizations of comparable size and structure as the Wilmette Park District
- 7) Proposed license agreement cost
- 8) Overall completeness, clarity, and quality of the proposal and responsiveness to RFP
- 9) Interviews and information provided by references

Term

The Wilmette Park District reserves the right to negotiate an initial license agreement.

Responsibility and Default

The licensee shall be required to assume responsibility for fulfillment of all items listed in this Request for Proposals. The successful proposer shall be considered the sole point of contact for purposes of this license agreement.

Precedence

Where there appear to be variances or conflicts, the following order of precedence shall prevail:

- 1) Wilmette Park District's Request for Proposals Specifications
- 2) Request for Proposals Terms and Conditions
- 3) Request for Proposals General Information Terms and Conditions
- 4) Contractor's RFP Response

Change in Status

The vendor shall notify the Wilmette Park District immediately of any change in its status resulting from any of the following:

- Loss in Credit Facility
- Vendor is acquired by another party
- Vendor becomes insolvent
- Vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act
- Vendor ceases to conduct its operations in normal course of business

The District shall have the option to terminate its license agreement with the vendor immediately on written notice based on any such change in status.

Insurance (Subject to Change)

All insurance policies shall be issued from insurance companies holding at least an "A: VIII" or better rating as rated by A.M. Best Company. All policies shall include a Breach of Warranty clause with the Wilmette Park District named as additional insured.

To keep in force, to the satisfaction of Wilmette Park District at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

- a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee
- b. Commercial General Liability:
 - \$2,000,000.00 General Aggregate

- \$1,000,000.00 Products Completed Operations Aggregate
- \$1,000,000.00 Personal and Advertising Injury
- \$1,000,000.00 Each Occurrence
- \$ 50,000.00 Fire Damage (any one fire)
- \$ 5,000.00 Medical Expense (any one person)
- c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - ii. Property Damage
 - \$1,000,000.00 Per Occurrence
- d. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance

To have all policies of insurance purchased or maintained in fulfillment hereof name the Wilmette Park District as an additional insured thereunder and the CONTRACTOR shall provide Wilmette Park District with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All liability insurance shall be written on an “occurrence” basis rather than a “claims-made” basis. Failure of Wilmette Park District to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Wilmette Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR’s obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Wilmette Park District. Upon request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

Prior to beginning work, CONTRACTOR shall furnish Wilmette Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of Wilmette Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Wilmette Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR’s obligation to maintain such insurance.

Wilmette Park District shall have the right, but not the obligation, of prohibiting CONTRACTOR or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Wilmette Park District.

Failure to maintain the required insurance may result in termination of this Agreement at Wilmette Park District's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Wilmette Park District whenever requested.

CONTRACTOR shall provide certified copies of all insurance policies required above within ten (10) days of Wilmette Park District's written request for said copies.

Sexual Harassment Policy

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) ("Act"), all proposers to this Agreement must have, prior to awarding this Agreement, in effect and in force a **written** sexual harassment policy. (See Exhibit #2)

Indemnification

The vendor shall indemnify, defend and save harmless the Wilmette Park District, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workers Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Wilmette Park District, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The vendor shall be solely liable for all costs of such defense and for all expenses, fees, judgments.

Venue

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Agreement, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

Law Governing

This proposal and any license agreement resulting therefrom shall be governed by and construed according to the laws of the State of Illinois.

Prevailing Wage

Any project identified as a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act") requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing

wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties and must provide to the District Certified Payroll records for all work performed under this agreement.

Special Conditions

The proposer shall familiarize himself or herself with all of the license agreement documents as listed in the table of contents and shall be responsible for all the material covered in same. No allowances will be made for information overlooked or for negligence on the part of the proposer for not familiarizing themselves with site conditions. The proposer's signature on the proposal shall be the Wilmette Park District's guarantee that the proposer has met these restrictions.

Signature and Legibility

The prices for work and the names, addresses, and signatures of the proposers shall be clearly and legibly written. Signatures shall be signed in the space provided and in compliance with all legal requirements.

Scope of Services

The Park District's goal is to have an evaluation of existing conditions that provides direction for future work to preserve both Gillson and Langdon Parks when water levels are at the current levels or possibly even higher. The engineering firm will:

- 1) Assess the current conditions of the park, bluff, beach, and existing shoreline protection.
- 2) Perform surveys and develop base map information of the described project areas.
- 3) Provide materials and visual aids to facilitate discussions at meetings and then attend meetings of the Lakefront Committee. For budgeting purposes, assume four meetings at 1.5 hours each.
- 4) Prepare drawings that illustrate a range of possibilities for shoreline protection.
- 5) Prepare cost estimates for labor and materials.
- 6) Meet with Park District staff as necessary.

General Information Sheet

Authorized Negotiators:

Name _____

Phone # _____

Name _____

Phone # _____

Receipt of Addenda: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____,

Dated _____

Addendum No. _____,

Dated _____

Addendum No. _____,

Dated _____

In submitting this proposal, it is understood that the Wilmette Park District reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

References

Please provide at least five (5) business references:

Name _____
Address _____
City, State, Zip Code _____
Contact Person _____
Telephone Number _____
E-Mail _____

Name _____
Address _____
City, State, Zip Code _____
Contact Person _____
Telephone Number _____
E-Mail _____

Name _____
Address _____
City, State, Zip Code _____
Contact Person _____
Telephone Number _____
E-Mail _____

Name _____
Address _____
City, State, Zip Code _____
Contact Person _____
Telephone Number _____
E-Mail _____

Name _____
Address _____
City, State, Zip Code _____
Contact Person _____
Telephone Number _____
E-Mail _____

Licensee Profile

A. How long have you been in the coastal engineering industry?

B. What is your business philosophy?

C. What is your current staff and organization structure?

D. What distinguishes your firm from your peers in the industry?

E. How do you foresee your company integrating into the Wilmette Park District?

1. Within the past ten (10) years, has your firm, any officer or other individual employed by your firm, been the subject of any administrative or judicial proceeding for alleged violations of any law, or any rule or regulation of any governmental body. If yes, please provide a detailed explanation of the proceeding, including the nature of the charge or claim, the disposition of the matter and the specific individuals/entities involved.

2. Within the past ten (10) years, has your firm been the subject of any other type of claim, both formal legal action as well as settlements, including by way of example and not limitation, for breach of contract? If yes, please provide a detailed explanation of the proceeding, including the caption, claimant, court or other dispute forum, nature and disposition of the claim.

3. Has your firm ever been terminated prior to completion of its services from any project? If yes, please provide a detailed explanation, including the identities of all entities and individuals involved, the nature of the services which your firm was to provide, the individuals who were assigned to provide the services and the reason given for the termination

Exhibit #1

Sexual Harassment Policy

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) ("Act"), all bidders to this Agreement must have, prior to bidding on this Agreement, in effect and in force a **written** sexual harassment policy which includes, at a minimum, the following provisions:

- 1) a statement on the illegality of sexual harassment;
- 2) the definition of sexual harassment under Illinois law;
- 3) a description of sexual harassment, utilizing examples;
- 4) an internal complaint process, including penalties;
- 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- 6) directions on how to contact the Department and the Commission; and,
- 7) protection against retaliation as provided by Section 6-101 of the Act.

The bidder understands and warrants to the Wilmette Park District that by submitting a bid on this Agreement it is in compliance with Section 2-105 of the Act and will remain in compliance with Section 2-105 for the entirety of the Agreement. A violation of Section 2-105 is grounds for the immediate cancellation of this Agreement. However, any forbearance or delay by the Wilmette Park District in canceling this Agreement shall not be construed as Wilmette Park District's consent to such violation and shall not constitute a waiver of any rights the Wilmette Park District may have, including without limitation cancellation of this Agreement.

Exhibit #2

WILMETTE PARK DISTRICT “Shoreline Protection Study”

Certification that Engineering Firm Has Adopted and Maintains a Written Sexual Harassment Policy

As part of his/its proposal on the above referenced Agreement, the undersigned hereby certifies that Firm has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) including at least the following:

- 1) a statement on the illegality of sexual harassment;
- 2) the definition of sexual harassment under Illinois law;
- 3) a description of sexual harassment, utilizing examples;
- 4) an internal complaint process, including penalties;
- 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- 6) directions on how to contact the Department and the Commission; and,
- 7) protection against retaliation as provided by Section 6-101 of the Act.

Firm further certifies that such policy shall remain in full force and effect throughout the term of the Agreement.

Firm: _____
(Print Name of Firm)

Signed: _____
(Signature of Authorized Officer)

Printed Name of Signatory: _____

As Its: _____
(Title of Signatory)

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of The Engineering Firm, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of the Engineering Firm.

DATED: _____, 2019

Notary Public

[Notary Seal]