

REQUEST FOR PROPOSALS
CONSTRUCTION MONITORING SERVICES
#26-12



Pre-Proposal Meeting
Monday, May 14, 2012
2:00 pm
419 Fulton Room 112
Peoria, IL 61602

ISSUED BY
DIVISION OF PURCHASING
CITY OF
PEORIA, ILLINOIS

Sealed Requests for Proposals will be received at the
office of
The PURCHASING MANAGER
Room 108, City Hall,
419 Fulton Street, Peoria, Illinois until 12:00 P.M.

Friday, May 25, 2012
for furnishing the materials, or services
described herein.

PLEASE RETURN ENTIRE
DOCUMENT AS YOUR RESPONSE. SUBMITTED BY:

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INSTRUCTIONS TO PROPOSERS

Request for Proposal (RFP)
(02/23/09)

ACCEPTANCE OF PROPOSALS - The right is reserved, as the interest of the City may require, to reject any or all proposals and to waive any nonmaterial informality or irregularity in the responses received. All such responses will be in English. The City will select a Proposer as described below or reject all Proposals within **sixty (60) calendar days** from the date the responses are opened.

ADDITIONAL COPIES OF RFP - Proposers may secure additional copies of the RFP documents from the City of Peoria's Finance Department.

RFP ENVELOPE IDENTIFICATION - Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING REQUESTED, REQUEST NUMBER, DATE AND TIME THE REQUEST IS DUE.

MAILING OF PROPOSALS - **One (1) original and Four (4) copies** of all responses are to be mailed or delivered to the City of Peoria Purchasing Department, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the Purchasing Manager at (309) 494-8582.

CLOSING TIME - The Proposal closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the proposal is due.

SELECTION - The proposal selected will be that which best meets the needs of the City of Peoria as expressed in the RFP. Said Selection will be made as per the guidelines created by the City of Peoria's Selection Committee. The content of the proposal, the experience of the firm/individuals and the result of any scheduled interview(s) may be considered in making the selection.

WITHDRAWAL OF PROPOSALS - Proposers may withdraw their proposals at any time prior to the RFP closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No Proposers shall withdraw its response for a period of sixty (60) calendar days from the RFQ opening date. Negligence on the part of the Proposer in preparing a response confers no right of withdrawal or modification of a proposal after it has been opened. No response will be opened which has been received after the closing time specified in the RFP document and it will be returned unopened to the Proposer.

ALTERNATE RESPONSES - The RFP describes the service and level of experience/expertise, which the City feels are necessary to meet the performance requirements of the City. Proposers desiring to submit a response on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate responses. However, **ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The response must be accompanied by complete specifications of the items offered.

AWARD - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.**

COSTS - Unit costs must be clearly identified for each component requested by the RFP document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his authorized representative.

SIGNATURES - Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

INVESTIGATION - Proposer shall make all investigations necessary to thoroughly inform itself regarding the supplies and/or service to be furnished in accordance with the RFP. No plea of ignorance by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Proposer.

EQUAL EMPLOYMENT OPPORTUNITY – To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, County of Peoria and/or the Peoria Park District **must** be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* The form may be requested on-line from the City's website (www.ci.peoria.il.us). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report" or "Renewal". The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Office
419 Fulton St.
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form Cc-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a proposal. The EEO Certification Number is only required prior to the award of the contract.

SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Respondent's request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

RESPONSES – A response is requested of all Proposers even if it is a “no response”.

CONTRACT TERMS

TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.

CITY'S AGENT- The City of Peoria's Finance Director shall represent and act for the City in all matters pertaining to the RFP and contract in conjunction thereto.

PATENTS - The successful Proposer agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

NON-COLLUSION - With the executing of this RFP, the Proposer is certifying to non-collusion in the preparation and submittal. The response must be properly executed by the Proposer or the response will not be considered for selection.

DEFAULT - In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City manager...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PRICES SPECIFIED – The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.

DELINQUENT PAYMENT - By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

INSURANCE – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and

hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Proposers".

GOVERNING – This contract will be governed by the laws of the State of Illinois.

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

"The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

THE CONTRACTOR (hereinafter referred to as “SERVICE PROVIDER”) agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.

REFERENCE - All of the contract terms shall be incorporated by reference into any written contract.

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**REQUEST FOR PROPOSAL / PROFESSIONAL SERVICES
FOR
CONSTRUCTION MONITORING SERVICES
RENOVATION & CONSTRUCTION PROGRAM
PERE MARQUETTE HOTEL AND MARRIOTT COURTYARD HOTEL
PEORIA, ILLINOIS
MAY 7, 2012**

The City of Peoria, in conjunction with EM Properties and various redevelopment entities (the Redeveloper), is embarking on an estimated \$93,000,000 expansion and renovation program of the Pere Marquette Hotel and construction of a new Marriott Courtyard, located in downtown Peoria, IL. The project scope includes: the demolition of several properties; the renovation of the existing historic hotel; an enclosed, elevated and climate controlled pedestrian link to the Peoria Civic Center; a parking deck with 15,000 square feet of commercial space; and construction of a new hotel. The Pere Marquette Hotel renovation is expected to start May 2012 and be completed in March 2013. The new Marriott Courtyard is planned to open by May 2014.

The City of Peoria is soliciting a Request for Proposals from firms experienced in providing construction monitoring services for the above projects including preconstruction and throughout the term of the projected construction schedule. The responsibilities require knowledge of construction and methodology, budgeting, estimating, scheduling, cost proposal evaluations and a thorough knowledge of the local contracting market. The successful respondent must have experience with extensive planning, site work, building demolition, hotel renovation/construction, and complex construction sequencing.

The project is anticipated to be completed over a 2-year period and will require the selected firm to position staff onsite at the commencement of the project, and through ultimate project closeout and completion.

Anticipated Schedule

Request for Proposals Mailed and Advertised.....	May 7, 2012
Pre-Proposal Meeting.....	2:00 pm.....May 14, 2012
Proposals Due.....	12:00 pm.....May 25, 2012
Selection.....	June 1, 2012
City Council Approval.....	June 12, 2012

I. Introduction

The City of Peoria is requesting proposals from professional firms to provide Construction Monitoring Services to the City of Peoria related to the Pere Marquette Hotel renovation and construction of new Marriott Courtyard Hotel.

II. Background

- a. The Pere Marquette Hotel renovation and new Marriott Courtyard Hotel are being developed by EM Properties of East Peoria, IL. The City of Peoria (City) is providing \$36.0 million of grant and loan funding to assist the Developer with this project.
- b. EM is currently developing plans to relocate businesses in the area of the future construction.

III. Project Description

- a. The Pere Marquette Hotel was originally constructed in 1926 and has been renovated multiple times since. The Hotel has 284 guest rooms, meeting rooms, ballroom, banquet rooms, full-service restaurants and bars/lounges.
- b. Project scope:
 - i. Renovate the current Pere Marquette Hotel and associated guest rooms, meeting rooms, ballroom, banquet rooms, full-service restaurants and bars/lounges. This scope of work is currently estimated to be \$22.6 million.
 - ii. Construction of a new Marriott Courtyard Hotel adjacent to the Pere Marquette building. This scope of work is currently estimated to be \$14.8 million.
 - iii. Construction of a new parking deck and pedestrian access bridge that will connect to the existing Peoria Civic Center estimated at \$6.5 million.
 - iv. Associated demolition, site utilities, and infrastructure.
- c. EM has previously selected CORE Construction, as the design build contractor.
- d. The successful respondent's responsibilities require in-depth knowledge of construction and methodology, scheduling, price and proposal evaluation and a thorough knowledge of the local contractor market. Additionally, the respondent shall be a significant point of contact in representing the City's best interests during the work.
- e. More than one third of the project will be funded by the City of Peoria. As such, the successful respondent will be responsible in assisting the City in assuring fiscal responsibility with all City funds spent on the project and promoting a successful project.

IV. Outline of the Scope of Work

The Work is anticipated to be completed over a two year period. Specific services to include, but not limited to:

- 1. Represent the interest of the City of Peoria
- 2. Interface with the Redeveloper team during the course of the project.
- 3. Interface with the project Architect and Contractor during the course of the project.
- 4. Interface with other design/professional services groups contracted by the City or Redeveloper in conjunction with this project.
- 5. The successful respondent shall attend meetings in which the Contractors are to coordinate scheduled activities and responsibilities with the City, Redeveloper, and the Contractor so all parties can manage the Project with the latest approved estimate of cost, schedule and project documents.
- 6. The successful respondent shall attend regular City, Redeveloper, Architect and Contractor meetings.
- 7. Review the Contractor's schedule. Identify critical issues and work with the Contractor, City, Redeveloper and Architect toward resolution. Inform the City when the previously approved project schedule may not be met and advise on corrective measures or improvements.
- 8. Coordinate EEO compliance efforts as outlined in the Redevelopment Agreement between the City and the Redeveloper.
- 9. Assist in the closeout of the construction contract relative to matters associated with the City of Peoria, including EEO compliance.
- 10. Periodic updates and consultation to the City as appropriate to the phase and progress of work.

11. The successful respondent shall submit written progress reports to the City on a monthly basis indicating percentage completion, critical issues, open items and progress photos.
12. Review and validation of Payment Applications including weekly prevailing wage reports and partial lien waivers, Request for Proposals, Clarifications, Construction Change Directives as they relate to the City's interests.
13. Provide recommendations as appropriate for City action during the work.
14. Meet with and present all findings and recommendations to City staff and key project stakeholders.
15. Collect and review of Close-out Documents prior to Final Payment, including:
 - Certification of Substantial Completion (Form AIA G704) prepared by the Architect of Record certifying that the project was constructed in accordance with the approved plans, specifications, and applicable Federal & Local Codes and Ordinances.
 - Letter from the Structural Engineer of Record that the project structural improvements have been built in accordance with the approved plans and specifications.
 - Letter from the Mechanical Engineer of Record that the equipment installed and the balancing and testing results conform to the design requirements
 - Letter from the Civil Engineer of Record that the site improvements have been constructed in accordance with the approved site plans, and all applicable Codes and Ordinances
 - Punch list with estimated dollar amounts for the respective work, prepared by the Architect of Record
 - Upon completion of the project, a letter from the Architect of Record indicating that the punch list work has been completed
 - Certificates of Operation for all elevators
 - Copies of Certificates of Occupancy or Temporary Certificates of Occupancy as they are issued
 - Copies of the Final Lien Waivers from the General Contractor and Subcontractors
 - Copies of Roofing Warranties
 - Complete set of As-Built Drawings
 - Complete set of Warranties and Operating Manuals for components such as Roofing, Mechanical Equipment, Landscaping, etc.

V. Qualifications:

1. The selected respondent and staffing must have a minimum of 10 years of experience in architecture, engineering, or construction-related work.
2. Proven experience serving in a similar capacity, including previous and recent experience (within last 5 years) on 3 projects of similar complexity.
3. Extensive experience with construction monitoring services.
4. In-house estimating department consisting of architectural, structural, mechanical and electrical specialties.
5. General knowledge of Building and Life Safety Codes and the applicable municipalities permitting process. This would include knowledge and experience with Illinois, City of Peoria Building Codes, NFPA standards, structural, electrical, plumbing, mechanical/HVAC as well as pre-

- construction coordination / submittals / approvals with / to all local building officials.
- 6. Construction experience in the City of Peoria and knowledge of local contracting market.
- 7. Demonstrate commitment to EEO and other M/WBE goals.
- 8. The selected respondent will not be allowed to bid on any of the construction work or self-perform any portions of the work.
- 9. The selected respondent will be required to submit a detailed scope of services that encompasses the above tasks

VI. Submittal and Selection Criteria:

PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION POINTS

- a. A submittal will not be evaluated unless it meets all the requirements of this RFP Submittal and Selection Criteria to include:
 - i. **Approach to Project** (25 Points) – Describe your understanding of Project, Critical Elements and Goals, Documentation and Testing Procedures.
 - ii. **Recent Construction Monitoring Experience** (20 Points) – Include detailed relevant experience of similar work projects in the City of Peoria, or metropolitan area, with appropriate references. List time frame of project, budget and how project was coordinated.
 - iii. **Qualifications of Firm and Staff to be Assigned** (30 Points) – Attach history of the Firm and Staff Resumes. Include firm capabilities such as: estimating services (architectural, structural, mechanical, electrical), evaluating project budgets, estimating, reviewing bids/proposals, and evaluating pricing throughout the construction period.
 - iv. **Knowledge of Local Contracting Market** (20 Points) – List your experience with local contracting and knowledge of the local market.
 - v. **MBE/WBE Participation** (5 Points) – Describe your firm's efforts to achieve a diverse workforce.
- b. At the conclusion of the RFP evaluation process the City may choose to select firms to participate in the interview process with a selection committee or they may select a single firm directly based on their evaluation.

VII. Award Process:

- a. The contract will be awarded to the most responsible proposer determined to be in the best interest of the City of Peoria, who meets or exceeds the criteria and provisions requested. The City of Peoria reserves the right to reject any or all proposals or to waive any details in proposals received whenever such rejection or waiver is in the best interests of the City. The City of Peoria also reserves the right to reject the RFP of a proposer who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation appears not to be in a position to perform the contract.
- b. Proposals will be evaluated by The City of Peoria staff associated with this project. Review criteria and proposal scoring remains at the discretion of The City of Peoria staff.
- c. The City will review and analyze each proposal, and reserves the right to select the Vendor who offers the best value. The City shall select the Vendor, which in

the City's opinion, has made a proposal best suited to the needs and goals of the City and deemed to be in compliance with the terms of this RFP.

VIII. Response Format to RFP:

This section serves as a checklist for the expected format of the Vendors' response to the RFP. Any supporting documentation should be included in an appendix or attachment.

- a. Cover Letter
A letter of introduction, including the name and address of the Vendor submitting the proposal and the name, address, and phone number of the person(s) to contact who will be authorized to present and bind the Vendor to all commitments made in the response.
- b. Approach to Project
Describe your understanding of Project, Critical Elements and Goals, Documentation and Testing Procedures.
- c. Recent Construction Monitoring Experience
Include detailed relevant experience of similar work projects in the City of Peoria, or metropolitan area, with appropriate references. List time frame of project, budget and how project was coordinated.
- d. Qualifications of Firm and Staff to be Assigned
Attach history of the Firm and Staff Resumes. Include firm capabilities such as: estimating services (architectural, structural, mechanical, electrical), evaluating project budgets, estimating, reviewing bids/proposals, and evaluating pricing throughout the construction period.
- e. Knowledge of Local Contracting Market
List your experience with local contracting and knowledge of the local market.
- f. MBE/WBE Participation
Describe your firm's efforts to achieve a diverse workforce.
- g. Complete copy of RFP including appropriate signatures.
Provide a copy of the RFP with signatures certifying understanding and compliance with the total proposal package.

**CITY OF PEORIA
PROPOSAL**

The executing of this form certifies understanding and compliance with the total proposal package.

PROPOSAL SUBMITTED BY:

Company Peoria EEO Certificate of Compliance Number

Address

City State Zip Daytime Telephone #

After Hours Telephone # Contact Person (Please print or type)

Name of Authorized Agent or Officer Title

Signature of Authorized Agent or Officer Date

MARK ENVELOPE: PROPOSAL 26-12