

Greater Peoria Sanitary District
2024 Inspection and Maintenance of Flap Gate Valves
Request for Proposal (RFP)



Posting Date on GPSD Website: November 7th, 2023

Response Due: Wednesday, November 29th, at 3:00 P.M. Central Time (per instructions below)

Invitation for Bids

The purpose of this Request for Proposal (RFP) is to obtain proposals for the provision of services to the Greater Peoria Sanitary District (GPSD or the District) inclusive of manufacturer-recommended maintenance and inspection of four heavy-duty flap gates (flap gates) at four locations at and northeast of the District's wastewater treatment plant (WWTP) campus located at 2322 S. Darst St. in Peoria, IL. The scope of work is described below; the locations of the flap gates within the scope of work are shown on the map made part of this RFP and referenced as Exhibit G.

All communications regarding this RFP should be directed to:

James E. Sloan, P.E.
Director of Operations
via e-mail to jsloan@gpsd.org
via phone to (309) 272-4860

To be considered, each provider of services ("Contractor" or "Bidder") must submit a completed proposal and any additional information requested in the RFP with their proposal packet. The proposal must be signed and include a statement as to the period during which the proposal remains valid; minimally, proposals must remain valid through, and including, at least Tuesday, January 16th, 2024.

Responses to this RFP will be evaluated based on a selection process based upon the items listed within the section of this RFP titled "Selection Process".

Every effort will be made to adhere to the following schedule:

- Via upload to GPSD website, distribute RFP on Tuesday, November 7th, 2023;
- By the deadline of Wednesday, November 29th, 2023, at 3:00 PM, proposals must be submitted;
- Selection of a Contractor by or on December 19th, 2023;
- Alternatively, if not selected by or on December 19th, 2023, selection of a Contractor by or on January 16th, 2024;
- Completion of all work by the Contractor, including submittal of all required documents, by April 30th, 2024.

Scope of Work

The scope of work shall include all work necessary to maintain and inspect four flap gates, one each located at the locations indicated within the map included as Exhibit G of this RFP. Generally, work necessary to maintain and inspect the flap gates shall include, but not be limited to, the maintenance and inspection of each gate in accordance with the manufacturer's directions as provided within this RFP, the provision of all traffic control services and all measures necessary to provide for safe working conditions in accordance with local, state and federal laws, statutes, ordinances, regulations, etc. As included as Exhibit F of this RFP, the document titled "Installation, Operation & Maintenance Instructions", as proved by Mueller, includes, within Pages 7 and 8 thereof, sections titled "Maintenance" and "Maintenance Schedule and Lubrication Summary Flap

Gates”, in which the scope of work to be completed is collectively detailed and prescribed. All activities listed within the table within “Maintenance Schedule and Lubrication Summary Flap Gates” shall be completed by the Contractor as part of the completion of this scope of work. All materials, labor and equipment, provided by the Contractor towards the completion of the work, shall be in accordance with directions provided within those sections of the document included as Exhibit F of this RFP.

The Contractor shall be responsible for the opening, securing and closing of flap gates as necessary to allow safe and thorough completion of the work as directed. The Contractor shall work efficiently so to minimize the duration of time that flap gates remain in the non-closed position.

Throughout all stages of the work, proactive planning and coordination with specified District staff is imperative. The Contractor shall recognize that the flap gates are located vertically such that the stage of the Illinois River does, at time, flood the subsurface location of the work.

The Contractor shall also realize that the flap gates are vital components of the sewer system; therefore, the subsurface locations of the work are affected by the flows within. Generally, the Contractor shall not work in the subsurface locations during periods of either precipitation or wet-weather flow conditions.

The District reserves the right to reject, in whole or in part, a plan(s), put forth by the Contractor, for the completion of any aspect of the work; upon receipt of an explanation for the rejection, the Contractor shall modify the plan accordingly and submit, for review, a revised version to the District. Rejection of a plan in whole or in part shall not be the basis for a claim by the Service Provider for additional compensation in the forms of either time or money.

The Contractor shall be responsible for the provision, placement and removal of all traffic control measures both necessary to control vehicular and pedestrian traffic and as prescribed by the governing authority. Traffic control measures to be constructed, maintained and deconstructed by the Contractor shall be in accordance with the latest edition of the Illinois Highway Standards for Traffic Control (IDOT Standards).

To assist in the definition of the scope of traffic control measures required of the Contractor, the District has had preliminary discussions with both a provider of traffic control services and appropriate representatives of the Illinois Department of Transportation (IDOT). At both the “Darst” and “Sanger” locations, the District anticipates that traffic control measures in accordance with IDOT Standard 701201-05 will be required; also, IDOT representatives have directed GPSD staff members to apply for an IDOT “Traffic Control Authorization Request” when the schedule of work at those locations becomes known. Since the Contractor will be responsible for scheduling the work, the Contractor shall allow sufficient time for the acquisition of said authorization prior to the commencement of work at the Darst and Sanger locations.

During the performance of flap gate maintenance and inspections, any defects observed by the contractor shall be immediately made known to the District by the Contractor. The District shall then determine whether a repair is required immediately or will be scheduled for a later date. Repairs of flap gates, not including the scope of work detailed above, are not included within the scope of this RFP.

Proposals

Proposals must be received by the date and time indicated in the section of this RFP titled “Invitation for Bids”. Unless allowed otherwise by the District, proposals must be received in hardcopy; envelopes with proposals within shall be clearly marked “Request for Proposals – 2024 Inspection and Maintenance of Flap Gate Valves” and also include the bidder’s name and address on the upper left-hand corner of the envelope. Proposals must be received at GPSD, Attn: James Sloan, Director of Operations, 2322 S. Darst St., Peoria, IL 61607. All proposals will be property of GPSD.

Bidders interested in submitting proposals shall comply with and be aware of the following:

1. On the form provided, and attached to this RFP as Exhibit A, clearly outline the unit prices for each item, the item totals and the sum of the item totals. Where either the item totals or the sum of the item totals is inconsistent with the unit prices submitted, the unit prices shall supersede and govern any mathematical error(s);
2. Bidders shall complete the appropriate portion of the form provided as Exhibit B of this RFP, titled "Declaration of Proposal Authorization";
3. Bidders shall complete the form provided as Exhibit C of this RFP, titled "Non-Collusion Affidavit";
4. Costs included in the unit price for the maintenance of flap gates shall include, but not be limited to, all costs resulting from the provision of labor, equipment and materials needed to field clean and paint, lubricate and inspect the four specified flap gates in accordance with the directions of the manufacturer. The unit price for the maintenance of flap gates shall also include costs resulting from the following: all administration necessary for the completion of the work; all insurance required for the completion of the work; all planning necessary to complete the work, including, but not limited to, monitoring of both weather and river conditions as necessary to propose to the District dates for the completion of the work, including any adjustment(s) of planned schedules in response to input from District staff; mobilization to the locations of work; all measures necessary to control and secure the flap gates as necessary to allow performance of the work; and the provision of all safety measures necessary to provide for a safe and compliance working environment;
5. For the unit price to be paid lump sum for traffic control, the Contractor shall furnish all materials, labor and equipment necessary to design, construct, maintain and deconstruct traffic control in accordance with both IDOT Standards and/or directions provided by the authority governing rights-of-way affected by the work. The unit price for traffic control shall include all costs associated with the design, construction, maintenance and deconstruction of measures necessary to control both vehicular and pedestrian traffic in whatever form;
6. Specify a primary contact(s) anticipated to be involved in the fulfillment of the potential agreement(s);
7. Proposals shall confirm that neither the bidder nor any employee would be in a conflict of interest with respect to the proposal if the bidder were to be selected as the contractor;
8. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under the agreement;
9. Quantities included within the form of proposal included as Exhibit A are only estimates for the total scope of work to be performed. The Contractor shall not be allowed to make any claim for loss and additional compensation if the final scope of work deviates in any manner from the estimated quantities reflected within this RFP; and
10. The successful bidder shall provide the Greater Peoria Sanitary District (GPSD or "the District) with an original certificate of insurance naming GPSD as an additional insured. It is the successful bidder's responsibility to provide the District with an updated Certificate of Insurance upon expiration of any coverage indicated within the original certificate.

The successful bidder shall either provide said insurance within ten (10) calendar days after notification of award or the District reserves the right to rescind said award. Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract

The successful bidder must minimally carry **commercial general liability** coverage as listed below:

Per Occurrence:	\$1,000,000;
Personal & Advertising Injury Aggregate:	\$2,000,000;
General Aggregate:	\$2,000,000;
Products/Completed Operations Aggregate:	\$2,000,000; and
Fire Damage Legal Liability:	\$ 500,000.

Contractor shall, one, name Additional Insureds, as hereinafter defined, as additional insureds both for ongoing and completed operations, and, two, procure and maintain Additional Insured Endorsements for the benefit of Additional Insureds which include provisions that the coverage provided for such Additional Insureds is primary to and without contribution from any other coverage available to Additional Insureds. Such Additional Insured Endorsements shall be issued on ISO Form CG 20 10 11 85, or CG 20 10 10 01 and CG 20 37 10 01, or CG 20 10 07 04 and CG 20 37 07 04. Endorsements that exclude or restrict coverage for the following shall not be acceptable:

1. where work takes place within fifty (50) feet of a railroad;
2. explosion, collapse or underground hazards where the work involves such hazards;
3. claims by one insured against another insured if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be coverage for the claim;
4. claims for property damage to the Contractor's work arising out of the products/completed-operations hazard where the Work was performed by a Subcontractor;
5. claims for indemnity arising out of injury to employees of the insured;
6. claims related to residential, multifamily, or other habitational projects, if the work is to be performed on such a project; and
7. claims related to earth subsidence or movement, where the work involves such hazards.

Furthermore, the successful bidder shall agree to indemnify the District against all claims of any nature, which might arise as a result of the successful bidder's negligence in operations or conduct of work while on District property.

The successful bidder must minimally carry **automobile liability insurance** covering Owned, Non-owned, and Hired Automobiles, with a limit of at least \$1,000,000 Combined Single Limit for Bodily Injury, Death and Property Damage arising out of the ownership, maintenance and use, along with any other statutorily required coverage. The Contractor shall name the Additional Insureds (as that term is defined below) as additional insureds and shall include provisions that the coverage provided is primary to and without contribution from any other coverage available to Additional Insureds.

The successful bidder must minimally carry **workers' compensation insurance** in form and amounts required by law, and **Employer's Liability Insurance** with a minimum limit of \$2,000,000 for bodily injury for each accident, \$2,000,000 for bodily injury by disease, and \$2,000,000 bodily injury by disease/each employee.

The successful bidder must minimally carry **umbrella liability insurance** in excess of the requirements for the underlying Commercial General Liability insurance, Commercial General Liability insurance, and the Employer's Liability portion of the Workers' Compensation insurance, such Umbrella Liability Insurance to have policy limits of not less than \$1,000,000 per occurrence and in the aggregate on a per-project basis. Contractor shall name Additional Insureds as additional insureds and shall include provisions that the coverage provided is primary to and without contribution from any other coverage available to Additional Insureds.

Insurance coverages provided shall comply with the following general requirements;

1. Waiver of subrogation in favor of the additional insureds on all policies;
2. Except as provided otherwise in Paragraph 2(a), all required insurance shall;
3. Be maintained with companies having a minimum A.M. Best rating of A-VIII;
4. Be authorized to do business in the jurisdiction in which the project is located;
5. Provide at least thirty (30) days' written notice be given to Owner before cancellation or material change in the policies (or such other notice period as authorized by applicable state law), except for at least ten (10) days' written notice if for nonpayment of premium;
6. As evidence of required coverage, Contractor shall deliver to Owner at least five (5) calendar days prior to commencing the Work Certificates of Insurance and copies of applicable endorsement;
7. Naming as additional insureds (except for Workers' Compensation) the Additional Insureds indicating the required coverages;
8. Evidencing the provision for thirty (30) days' written notice of cancellation or material change to the Owner (or such other notice period as authorized by applicable law);
9. Showing all deductibles, self-insured retentions, policy periods, and limits of liability;
10. Evidencing required waivers of subrogation and that such policies are primary to and noncontributory with other policies available to additional insureds;
11. Bearing the signature of party authorized by the insurers to issue such certificates and endorsements;
12. The amount of insurance available to the additional insureds shall be for the full amount of any loss up to the policy limits of liability and shall **not** be limited to the minimum limits required by the construction contract; and
13. No policy shall include a self-insured retention of more than \$25,000.00.

The following statement pertaining to additional insureds shall be applicable to all provided coverages: The Greater Peoria Sanitary District and, with respect to each, its direct and indirect managers, members, partners, officers, directors, trustees, employees, attorneys, and other principals and agents, including but not limited to, consulting engineers and related entities.

Selection Process

GPSD reserves the right to reject all bids, award the agreement(s), interview bidders, negotiate specific terms of the agreement, and make other adjustments as required in consultation with bidders. Proposals will be evaluated based on the following, in no particular order:

- The bidder's ability to follow all instructions set forth in this RFP;
- Relevant experience of the candidate in providing the scope of services detailed in this RFP to other midwestern municipalities, water providers and wastewater treatment facilities;
- If interviews with representatives of bidding parties are desired by the District, information obtained by the District within said interviews; and

- The submitted unit prices(s) for services provided, as calculated by multiplying the unit costs by the estimated quantities and summing the totals for each item.

Agreement

The form of an agreement will be provided to the chosen provider(s) after conclusion of the process detailed above. The following section, titled “Terms and Conditions”, is intended to inform bidders of the anticipated terms and conditions of an agreement for the provision of services in accordance with the scope of work detailed above.

Terms and Conditions

Throughout the duration of the Agreement (contract), the contractor shall fulfill the terms and conditions below:

1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.
2. The contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of GPSD properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by GPSD. All work must be completed in compliance with the “GPSD Safety Policy” as made part of this RFP as Exhibit E. Prior to the initiation of work, the contractor must read, execute and provide GPSD with a signed-copy of the GPSD Contractor Safety Policy.
3. Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of GPSD. The Contractor shall inform GPSD of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of GPSD, GPSD reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.
4. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of GPSD; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.
5. The contract may be canceled or annulled by GPSD in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. GPSD reserves the right to terminate the service at any time during the term of the contract upon five (5) days written notice to the Contractor. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by GPSD, shall constitute contract default.
6. The Contractor shall supply both cell phone numbers and daytime office numbers of supervisors handling this contract. The Contractor shall return all calls within one hour of GPSD placing the call. On-site response time for complaints must be made within twenty-four (24) hours of the initial call being made by GPSD. The Contractor must assign an English-speaking crew leader to monitor all work being performed within GPSD. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.
7. The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to GPSD for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily

involved in the work to be done in accordance with the requirements of the contract documents considered collectively.

8. Once all work has been completed in a satisfactory manner and the specifications stated herein have been met, payment for services and purchases shall be made within forty-five (45) days following receipt of an invoice from the Contractor.
9. This Contract is for the performance of “public works” as that term is defined by 820 ILCS 130/0.01 et.seq. Not less than the prevailing rate of wages as found by the Illinois Department of Labor or determined by a Court on review shall be paid to all laborers, worker and mechanics performing work under this Contract. The Contractor shall recognize that the prevailing rates of wages are revised by the Department of Labor and are available on the Department’s official website. The Contractor shall be responsible for monitoring changes to the prevailing rates of wages as revised by the Department of Labor.
10. The Contractor to whom the work is awarded shall comply with the requirements of Sanitary District Ordinance No. 579 as may be amended from time to time, cited as the Employment of Trained Workers on Construction Contracts. The Contractor shall submit an affidavit stating compliance with this Ordinance at the time of bid. The form of the required affidavit has been included within this RFP as Exhibit D.