



**Request for Qualifications
24-009**

**Fire Stations
Construction Management Services**

SUBMITTALS DUE

2:00 pm, Friday, March 29, 2024

**City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois**

CITY OF AURORA, ILLINOIS
 REQUEST FOR QUALIFICATIONS 24-009
Fire Stations Construction Management Services

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
	Invitation	04
	Proposer’s Certification	06
	Proposer’s Tax Certification	07
1.	INTRODUCTION	08
1.1	Brief Overview of the Project	08
1.2	About the City of Aurora	09
2.	SCOPE OF SERVICES	09
2.1	Preconstruction Services	09
2.2	Construction Phase	10
2.3	Trade Knowledge.....	10
2.4	Proposed Team.....	10
2.5	Staff Specifications.....	10
2.6	Insurance.....	11
2.7	Payment and Performance Bonds.....	11
2.8	Other Specifications.....	11
2.9	Proposed Project Schedule.....	11
3.	SUBMITTAL REQUIREMENTS	11
3.1	Evaluation Process and Selection Criteria	11
3.2	Evaluation Criteria for Step One	12
3.3	Evaluation Criteria for Step Two	12
4.	SUMBITTAL CONTENTS.....	12
5.	SUBMITTAL PROCESS	13
5.1	Submission Instructions	13
5.2	Inquiries	14
5.3	Addenda	14
6.	STANDARD PROVISIONS	14
6.1	Subcontractors	14
6.2	Assurances	15
6.3	Project Records	15
6.4	Deviations from Specifications	15
6.5	No Collusion	15
6.6	Submittal Withdrawal	15
6.7	Termination Provision	16

6.8	Proprietary Information	16
6.9	Confidentiality	17
6.10	Termination Due to Non-Appropriation of Funds	17
7.	GENERAL TERMS & CONDITIONS	17



CITY OF AURORA
REQUEST FOR QUALIFICATIONS
24-009
Fire Stations Construction Management Services

The City of Aurora seeks the submittal of qualifications (SOQs) to provide Professional Construction Management Services for up to (3) three New Fire Stations in Aurora, Illinois.

Submissions will be received at the City of Aurora, Attn: City Clerk's Office, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 pm, CST, Friday, March 29, 2024**. **No late submittals will be accepted.**

Attached please find specifications and other pertinent documents necessary for you to respond to this Request for Qualifications (RFQ).

Each SOQ must be placed in an envelope, sealed, and clearly marked on the outside: "24-009 RFQ for Fire Stations Construction Management Services". The outside of the envelope also must be clearly labeled with the Respondent company name and address.

Any Respondent who owes the City money may be disqualified at the City's discretion.

Inquires and/or questions pertaining to the provisions and specifications of this RFQ shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until, **12:00 pm, CST, Monday, March 18, 2024**. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by **5:00 pm, CST, Wednesday, March 20, 2024**. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after the March 18, 2024, 12:00 pm cut-off date/time.**

To ensure receiving responses to questions submitted, prospective RFQ Respondents need to register their interest in the RFQ with the City of Aurora Purchasing Division giving a name, address or E-mail address as to where questions and responses shall be directed in writing at PurchasingDL@aurora.il.us by the questions deadline date and time **March 18, 2024, 12:00 pm**.

Any RFQ Respondent not registering shall be deemed to have full knowledge of questions and responses when submitting their submittal.

Sufficient proof of liability and workmen's compensation must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora encourages minority business firms to submit submittals and encourages the successful firm to utilize minority businesses as applicable.

The City of Aurora reserves the right to waive any immaterial defect in any submittal, or technicality, informality or irregularity in the SOQs received, and to disregard all nonconforming or conditional submittals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best submittals for ninety (90) days from the opening date set forth above. The City may seek clarification from any Respondent at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the Respondent whose submittal best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA

Jolene Coulter
Director of Purchasing

RESPONDENT'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of RFQ papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Respondent is not barred from submitting on this project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (_____) _____

Subscribed and Sworn to
Before me this ____ day
of _____, 2024

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

RESPONDENTS TAX CERTIFICATION

(RESPONDENT’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the RESPONDENT, that this respondent is authorized to make them and that the statements contained herein are true and correct.

Respondent deposes, states and certifies that Respondent is not barred from submitting for work with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Respondent is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2024.

By _____
(Signature of Respondent’s Executing Officer)

(Print name of Respondent’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2024.

Notary Public
(SEAL)

**CITY OF AURORA
Request for Qualification 24-009**

1. INTRODUCTION

1.1 Brief Overview of the Project:

The City of Aurora is soliciting statements of qualifications from professional contractors interested in providing Construction Management/Constructor (hereinafter referred to as “CMc”) Services for up to (3) three New Fire Stations over the next few years in Aurora, Illinois. CMc services will be required during both the Design Development (working with the Structural Engineering and Architectural Design team) and Construction phases to maximize off-season construction, aesthetics and functionality of the stations.

- Fire Station No. 4, will be located near the Aurora Police Department on Indian Trail, Aurora, Illinois. The existing Fire Station No. 4 was originally built in the 1960s, no longer meets the needs of a modern fire department, and will be replaced by the proposed new fire station on the existing site. It is the intent of the Aurora Fire Department to keep the existing building operational during construction. The City is still evaluating demolishing/repurposing/selling the property following relocation into the proposed new fire station.

Fire Station 4 is also our administration center and Emergency Management. We are looking at all options for this station: two floors, one floor of station or a separate building on the property with Station 4. Fire Station #4 will be double deep, four wide apparatus bays with an overall depth of approximately 88’. Specialty spaces to support Fire Department operations shall be constructed to include: locker rooms independent of the bunkroom area, EMS supply and decontamination, climate controlled turnout gear storage, tool/workshop area, storage, laundry room, and hose drying. The living/sleeping areas shall be designed to accommodate concurrent 24-hour occupancy of 6 personnel including bunkrooms, toilet rooms/showers, dayroom, kitchen, dining room, fitness room, and officer quarters. A watch room and office shall be constructed and outdoor storage equipment room integral to the building with outdoor access.

- Fire Station No. 9, will be located at a site on Eola, Aurora, Illinois. The existing Fire Station No. 9 was originally built in the 1990s, no longer meets the needs of a modern fire department, and will be replaced by the proposed new fire station on the existing site. It is the intent of the Aurora Fire Department to keep the existing building operational during construction. The City is still evaluating demolishing/repurposing/selling the property following relocation into the proposed new fire station.

Fire Station 9 shall be double-deep, three wide apparatus bay with an overall depth of 88’. Specialty spaces to support Fire Department operations shall be constructed to include: locker rooms independent of the bunkroom area, EMS supply and decontamination, climate controlled turnout gear storage, tool/workshop area, storage, laundry room, and hose drying. The living/sleeping areas shall be designed to accommodate concurrent 24-hour occupancy of 4-6 personnel including bunkrooms, toilet rooms/showers, dayroom, kitchen, dining room, fitness room, and officer quarters. A watch room and office shall be constructed and outdoor storage equipment room integral to the building with outdoor access.

- Fire Station No. 13, will be located at the southwest corner Bilter Road and Nan Street, Aurora, Illinois. This will be a new fire station built to better respond to the needs of the community.

Fire Station 13 shall be double deep, four wide apparatus bay with an overall depth of 88'. Specialty spaces to support Fire Department operations shall be constructed to include: locker rooms independent of the bunkroom area, EMS supply and decontamination, climate controlled turnout gear storage, tool/workshop area, storage, laundry room, and hose drying. The living/sleeping areas shall be designed to accommodate concurrent 24-hour occupancy of 8-10 personnel including bunkrooms, toilet rooms/showers, dayroom, kitchen, dining room, fitness room, and two officer quarters. A watch room and office shall be constructed and outdoor storage equipment room integral to the building with outdoor access.

- While each fire station will be built according to the needs of the area, all should include: workout room, emergency back-up generator, diesel exhaust system, conference room, IT closet, gear washer, station alerting system, three chow lockers in kitchen (one per shift), dirty shower area off apparatus floor.

1.2 Corporate Profile:

The City of Aurora dates back to April of 1834 when Joseph McCarty settled on the island, which is now the site of downtown Aurora. The Fox River location was an ideal place for a new community and it was not long before it became a permanent settlement. In 1837, when a Post Office was established, the village became Aurora, goddess of the dawn. Later, when the city was the first in the United States to use electric lights for lighting the entire city, it achieved the nickname of “City of Lights”.

The modest camp of 1834 has grown into a teeming city. With a population of approximately 200,456, the city has steadily grown throughout the years to become the second largest city in the state.

The city is accessible through five interchanges on the East/West Tollway Corridor. Corporate offices and commercial growth on the city’s east and west sides continue to expand the city’s boundaries, now stretching from Route 59 on the east to portions beyond Orchard Road on the west. The city extends into four counties, Kane, DuPage, Kendall, and Will.

Each fire station design shall be appropriate for the location if within a residential community. Special consideration should be given to energy efficiency, sustainable and renewable design, durability, ease of maintenance and a projected useful life of 30-40 years for each facility.

2. SCOPE OF SERVICES

The City of Aurora anticipates that the CMc will (at a minimum) include the following services:

2.1 Preconstruction Services:

These services shall include but not be necessarily limited to:

- a. Provide feedback, insight, constructability reviews, and value engineering during the design phase.
- b. Act as the Cost Consultant, evaluating preliminary cost estimates (by Construction Manager) and establishing detailed final estimates of the Cost of the Work.
- c. Attend all design meetings with Project Team (typically bi-weekly).

- d. Establish anticipated overall and trade specific project schedules.
- e. Establish a Guaranteed Maximum Price.
- f. Establish bidding procedures and prequalification standards with Owner and Architect.
- g. Establish scope of work bid packages.
- h. Solicit a minimum of three (3) bids per trade (competitive, sealed bids with bid tabulation for each trade to be provided to the City's Project Manager).
- i. Conduct public bid openings and record all bids.
- j. Evaluate all bids and provide recommendations.
- k. Assist the City's Project Manager in preparing presentations to City Council.
- l. Ensure all necessary permits are applied for and obtained.

2.2 Construction Phase:

These services are anticipated to include but not be limited to:

- a. Recurring updates to Project Schedule.
- b. Attend all construction progress meetings.
- c. On site management.
- d. Administration/project coordination.
- e. Responsibility for all Construction Management services and general conditions services as defined within the Contract Documents.

2.3 Trade Knowledge:

Selected CMc must have a strong working knowledge of construction trades including but not limited to the following:

- a. General Trades
- b. Electrical & Low Voltage Power, Distribution & Lighting Systems
- c. Plumbing
- d. Fire Protection
- e. HVAC
- f. Structural
- g. Landscaping
- h. Carpentry
- i. Security & Access Systems
- j. ADA Construction Requirements
- k. Safety
- l. Scheduling, phasing, relocation services and processes

2.4 Proposed Team:

Selected CMc must develop and maintain a good working relationship with the Owner's staff and external resources supporting Owner (Architect, Engineer, etc.).

2.5 Staffing Specifications:

Provide adequate qualified levels of staffing to perform all work required and specified by the Scope of Services. A full time Project Superintendent shall be maintained at the construction site of the Project from the start-up of construction operations through the completion of the punch list for the Project. A Project Manager shall be maintained on the project from the Schematic Design through the completion of the punch list for the Project.

The Project Superintendent and the Project Manager shall not be changed without approval of the Owner. The Project Superintendent and the Project Manager must demonstrate successful experience through completion of a project of similar type, size, scope, and complexity. The Project Superintendent shall be present on the Project Site whenever any construction work is being performed. The Project Manager will serve as the single point of contact between all members of the Project Team.

2.6 Insurance:

CMc shall be required to maintain insurance as required in Section 8 of AIA Document A133-2019

2.7 Performance and Payment Bonds:

CMc shall be required to purchase and maintain a performance bond and a labor and material payment bond in an initial amount of 100% of the estimated Guaranteed Maximum Price.

2.8 Other Specifications:

CMc shall be required to enter into AIA Document A133-2019, Standard Form of Agreement between Owner and CMc as Constructor with a Guaranteed Maximum Price, as modified for this Project.

CMc shall be subject to the provisions of AIA Document A201, General Conditions of the Contract for Construction.

2.9 Proposed Project Schedule:

The selected firm would be required to meet the following schedule:

Construction Management/Contractor Award:	April 2024
Preliminary Construction Phase:	April – September 2024
Construction Phase Documents Due:	September 2024 – March 2026
Closeout	April 2026

If there are concerns regarding components of the project that cannot be constructed in the above proposed project schedule, or there are concerns regarding material delivery timelines, that should be clearly identified in the project approach.

3. SUBMITTAL REQUIREMENTS

3.1 Evaluation Process and Selection Criteria

The CMc will be evaluated as follows:

Step One: Statement of Qualifications - The City will appoint a selection committee to evaluate each Respondent focusing initially on qualifications. The Selection Committee will rank the Respondents.

Step Two: Interviews/Presentations (optional) – At the City’s discretion, the top three firms may be contacted for interviews and presentations. If the selection team determines this not to be necessary, step two may be eliminated and step three will commence.

Step Three: Negotiations - The City will enter into negotiations with the highest ranked Respondent to finalize a contract for the project. If a contract cannot be successfully negotiated with the highest ranked Respondent, then negotiations will be terminated with that Respondent and the City will enter negotiations with the next highest ranked Respondent until an agreement is reached or an impasse is declared.

3.2 Evaluation Criteria for Step One

The selection criteria and weightings for project selection (out of a total maximum score of 100) are as indicated below.

- Firm Experience (50 points maximum). The entity and its proposed staff's qualifications, including experience on projects similar to the one under consideration.
- Technical Approach (20 points maximum). Project understanding and the entity's approach to the planning, organizing, execution and management of the project effort.
- Adherence to RFQ (10 points maximum). Quality of the entity's submittal including spelling, providing all information requested, and providing correct/accurate information.
- Value (20 points maximum). The proposed fee percentage(s) for the Construction Management services described in this RFQ. This category will be reviewed last.

3.3 Evaluation Criteria for Step Two

Should step two be included, the Selection Committee shall conduct interviews regarding the project with the shortlisted top-ranked Respondents (top three, but additional firms included based on final scoring). Interview invitation letters shall be sent to the shortlisted top-ranked Respondents with specific interview location and anticipated interview format.

Respondents may present using any media format they choose, but the City provides no material or technical support. Respondents must leave any storyboards, other presentation items, and a hard copy of any presentation materials, with the City for consideration.

The proposed key personnel shall make a twenty-minute presentation covering the following topics:

- Introduction
- Highlight relevant project experience of proposed key personnel and/or design team
- Ideas related to this project

Following the presentation, the evaluation committee members will ask questions. The Interviews/Presentation will be evaluated as follows:

1. Overall presentation
2. Key personnel and design team qualifications and experience
3. Approach to this project

4. SUBMITTAL CONTENT

The following items shall be included in your SOW:

1. **Cover Transmittal Letter** (*1 page max.*) – On company letterhead, provide a narrative which introduces the firm and team high lighting the special strengths of the firm to perform the work requested in this RFQ. The letter should be signed by an authorized principal of the proposing consulting firm.

2. **Organization, Personnel and Staffing** (*8 pages max., 25 points max.*) – Provide a brief description of all key personnel to be involved and their relationship to the services to be provided.
 - Include names, titles, licenses, certificates, fields of expertise, and relevant state and local area experience for all proposed personnel and staff.
 - Identify the Project Manager for the proposed services.
 - Provide an organization chart which depicts the organization of the project team, including reporting relationships to the Department’s Project Manager and supervision of project team staff.
 - Indicate the on-site availability for project manager as well as other staff during the lifetime of the project.
 - A list of sub-consultants, if any, who will be used on this project and specifically what role they will play on the project team.

3. **Firm Qualifications, Experience and References** (*10 pages max., 25 points max.*) – Provide a narrative describing the firm’s qualifications to perform the project work. Provide information on past relevant experience, including:

a. Customer Name	e. Award Date
b. Project Name	f. Completion Date
c. Award Amount	g. Reference Contact
d. Design Fee Amount	h. Project Description

4. **Project Approach** (*3 pages max., 30 points max.*) – Provide a narrative which shows your firm’s understanding of the project’s requirements and documents a logical technical approach to the project scope of work. Include a general work plan as well as the proposed approach to undertaking the scope of work described earlier in this RFQ. The narrative should include industry “best practices” used in your intended analysis. This section also affords the opportunity for the Respondent to include possible items for consideration and unique opinions regarding modifications to the currently identified construction elements. This section should also include narrative about the understanding of the unique work window and challenges that go along with it, given the months available to actually do the work and complete the project.

5. **Task Timelines** (*1 pages max., 20 points max.*) – Based upon the proposed project approach and work plan, provide a detailed project schedule that illustrates the duration of each task/subtask and identifies results and deliverable milestones.

6. **Proposed fee** - Expressed as a percentage of construction cost in a separate sealed envelope. This percentage should cover all costs that the selected firm anticipates including, but not be limited to, labor/management services, administration, insurance, bond, misc. overhead, and profit. The fee may include separate percentages for the cost of services for the design phase and the construction phase. **[The cost proposal shall be included within the submittal but provided in a separate, sealed envelope within the package].**

5. SUBMITTAL PROCESS

5.1 Submission Instructions

Submission pages must be double-sided (maximum 8½” x 11”) with minimum 10 pt. type. Each side of a page containing evaluation criteria information will be counted toward the page limits outlined above.

Submissions exceeding the page limit will be considered non-responsive. Pages that have project photos, charts and/or graphs will be counted towards the page limits outlined above.

Front and back covers, table of contents pages, and divider (tab) pages will NOT be counted toward the page limits, unless they include information that can be evaluated by the selection panel.

Submissions will be accepted until **2:00 pm, CST, Friday, March 29, 2024** at:

City of Aurora
Attn: City Clerk's Office
44 E. Downer Place
Aurora, IL 60507

Received SOQs will be organized following the Submission Requirements section noted above and must include at least the required information. The City of Aurora reserves the right to request additional information during the RFQ review period.

Respondents shall submit six hard copies and one electronic copy (CD) of the RFQ Submittals in a sealed box labeled with the Respondent's name and address clearly indicated on the envelope along with the project description as indicated below:

Respondent's Name

RFQ Response – Fire Stations Construction Management/Constructor Services

5.2 Inquiries

Questions concerning this RFQ shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until, **12:00 pm, CST, Monday, March 18, 2024**. **No questions will be accepted or answered after the cut-off date/time.**

To ensure receiving responses to questions submitted, prospective RFQ Respondents need to register their interest in the RFQ with the City of Aurora Purchasing Division giving a name, address or E-mail address as to where questions and responses shall be directed in writing at PurchasingDL@aurora.il.us by the questions deadline date and time.

NO questions will be taken or answered verbally.

5.3 Addenda

All modifications or clarifications of this RFQ will be issued in writing as an Addendum. Addenda will be posted at the City's website at <https://www.aurora-il.org/bids.aspx> by **5:00 pm, CST, Wednesday, March 20, 2024**. Respondents may only rely on information set out in this RFQ, as modified by Addenda. By submitting an RFQ, Respondents will be deemed to have received all Addenda.

It is not the responsibility of the City to contact any respondent who has not registered.

6. STANDARD PROVISIONS

6.1 Subcontractors

Respondent shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all of the requirements stated herein prior to beginning work.

6.2 Assurances

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Illinois and ordinances and regulations of the City will apply.

6.3 Project Records

The awarded Construction Manager shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City reserves the right determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice. Upon completion of the study, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

6.4 Deviations from Specifications

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

6.5 No Collusion

By offering a submission to this RFQ, the Respondent certifies that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its SOQs to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

6.6 Submittal Withdrawal

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Council, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request permission to withdraw the submittal;
- e. The respondent submits documentation and an explanation of how the error was made.

6.7 Termination Provision

The performance of the selected Construction Manager will be continually evaluated by the City. The City will conduct performance evaluations at the City's discretion.

The Director of Purchasing shall be able to terminate and cancel all or any part of the Agreement entered into with the selected Construction Manager for any reason upon giving the Construction Manager ten (10) days' notice in writing of its election to cancel and terminate the Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional Construction Manager to perform the services described in the Agreement either during or after the term of the Agreement.

6.8 Proprietary Information

1. Selected Construction Manager, involved employees, and subs will be required to sign a non-disclosure agreement.
2. Writings, (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Construction Manager hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Construction Manager need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Construction Manager or one of its employees, or its Sub-consultant or the Sub-consultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Construction Manager's initial SOQ or subsequent submittals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Construction Manager, its Sub-consultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.
3. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Construction Manager, its officers, agents, employees, or Sub-consultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Construction Manager, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Construction Manager, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

6.9 Confidentiality

The data, documents, reports or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Construction Manager relative thereto shall be considered proprietary and confidential and shall not be reproduced, altered, used or disseminated by Construction Manager or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Construction Manager is required to safeguard such information from access by unauthorized personnel. All Construction Managers, their employees and their subcontractors shall sign a non-disclosure agreement prior to commencement of work.

6.10 Termination Due to Non-Appropriation of Funds

This Agreement is subject to the provisions of the City Code which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The City Council, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the City is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the City Council does not appropriate funds therefore. The Construction Manager is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the City.

Although the Construction Manager is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Construction Manager agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the City within that 60-day period. The Construction Manager is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the City for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

7. GENERAL TERMS & CONDITIONS

1. Construction Manager must be currently and have been for at least one year prior, a registered architect/engineer in the State of Illinois.
2. Selection will be made by the evaluation committee and is subject to approval by the Aurora City Council. The successful Construction Manager will be required to enter into a written agreement in a form acceptable to the city.
3. The evaluation committee and the City of Aurora reserve the right at any time and for any reason to cancel this professional services agreement procurement process, to reject any or all submittals,

or to accept an alternative submittal. The evaluation committee and the City of Aurora reserve the right to reject any non-responsive submittals. The Evaluation committee may seek clarification on a submittal at any time.

4. The city reserves the right to waive any irregularity, informality, or technicality in the selection process, if it is deemed in the city's best interest to do so.
5. All costs related to the preparation of the Request for Qualifications and any related activities are the sole responsibility of the proposing firm. The city assumes no liability for any costs incurred by firms throughout the entire selection process.
6. All Request for Qualifications, including attachments, supplementary materials, renderings, sketches, addenda, etc., shall, upon submission, become the property of the city, and will not be returned to the submitting firm.
7. The firm's written services agreement shall include a statement of indemnification to hold the evaluation committee, the city, its officers, agents and employees, and each of them harmless from any and all lawsuits, claims, demands, liabilities, damages and losses including all costs, expenses and attorney's fees incurred in connection therewith, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligence of the firm in performing the work covered by this RFQ or any subsequent agreement.
8. Qualified CMC must have the following: commercial general liability, professional liability/errors and omissions insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregated coverage are required. The City of Aurora must be named as a primary, non-contributory additional insured and a certificate of insurance provided to the city prior to the commencement of work. In addition, they should have the required statutory workers compensation and auto liability policies in place and provide a Certificate of Insurance evidencing said policies.
9. Construction Manager must also be willing in-service agreement to defend and indemnify the City of Aurora against all third-party claims or causes of action against the city arising out of the firm's willful or wanton misconduct or gross negligence in the performance of their services on behalf of the city.
10. Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of any agreement resulting from this RFQ.
11. In case of default by the professional services firm, the evaluation committee and the city may procure the services from other sources and hold the firm responsible for any excess cost resulting there from.
12. The selected Construction Manager will be exclusively responsible for all services scheduled during the development of a Scope of Services. The evaluation committee will consider the Construction Manager to be the sole point of contact with regard to contractual matters that relate to this project which includes the payment of any and all charges resulting from an agreement. Subcontracts will be permitted only upon specific, written permission of the city.
13. Failure to read the RFQ and comply with its instructions will be at the proposing firm's own risk.
14. Corrections and/or modifications to submittals received after the completion of the firm's scheduled presentation will not be accepted.
15. **CONTACT WITH CITY EMPLOYEES IS STRICTLY PROHIBITED DURING THE RFQ SUBMISSION PERIOD.** All firms interested in this procurement (including the firm's employees, representatives, agents, lobbyists, attorneys and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the

selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, City Officials and Administration, Department Heads, Division Managers, and other City staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process.

16. Neither Respondents nor any person acting on Respondent's behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Aurora or their families. All inquiries regarding the solicitation are to be directed to the designated City Representative identified in this RFQ. Upon issuance of the solicitation, through the pre-award phase and up to the award, aside from Respondent's formal response to the solicitation, communications publicly made during the official pre- submittal meeting, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondents nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Aurora or their families through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Respondent. However, nothing in this paragraph shall prevent a Respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.
17. Respondents who provide false or misleading information, whether intentional or not, in any documents presented to the City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would, in effect, render the entire document suspect and therefore useless.
18. The Construction Manager will be required to execute a standard City of Aurora approved professional services agreement.

Illinois Freedom of Information Act: The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

Entire Agreement: This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

Consents and Approvals: The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.