

City of Aurora
Request for Qualifications
17-49
Professional Services for the Aurora Municipal Airport

Intent: The City of Aurora (hereafter City) is seeking information from qualified consulting firms with the intent to award a multi-year retainer contract. Under the direction of City the successful consultant will be responsible for developing or planning and engineering, as well as the design of aviation related projects at the Aurora Municipal Airport. Additionally, the successful consulting firm will aid the City in construction management of projects.

Preliminary Scope of Work: The “planned projects” to be included in the retainer contact will include, but shall not be limited to, the following:

1. Airfield Pavement Rehabilitation-Phase 3
2. Phase 2: Airfield Pavement Rehabilitation Including General Aviation Apron and Taxiway P
3. Install Airport Perimeter/Security 10’ Fencing – Phase 1 and Phase 2
4. Rehabilitate Airfield Lighting Including Vault Improvements
5. Improve ILS Critical Area (Grading and Drainage) and RSA – R/W 33 Phase 1 and Phase 2
6. Construct Southwest Quadrant Apron and Connecting Taxiway – Phase 1
7. Construct SW Quad. Auto Parking Lots/Entrance Road & Rt. 30 Intersection Improvements – Phase 1
8. Rehabilitate Apron Pavement and Clean and Seal Joints – Phase1
9. Reconstruct and Widen Runway 9/27 Taxiway Connectors
10. Rehabilitate Runway 9/27 Airfield Lighting
11. Reconstruct and Light Runway 18/36 and Taxiways – Phase 1 and Phase 2
12. Construct NE Quadrant Entrance Road and Auto Parking Lot
13. Runway 9/27 and Runway 15/33 Rehabilitation including Joint Sealing and Pavement Marking
14. Site work for Airport Maintenance and Snow Removal Equipment
15. Construct new Snow Removal Equipment Building
16. Consultation of FAA requirements regarding airport development issues and grant assurances
17. Preparation of pre-applications/applications and Transportation Improvement Program (TIP) sheets

*An agreement for the preliminary design, construction documents, construction and special services for each project will be entered into independently with the successful consultant at the appropriate time.

Contract Term: This contract shall be a five (5) year agreement and shall begin on the date of award. The City shall, however, retain the right to cancel and terminate the contract by giving a thirty (30) day notice in writing to the consultant. In the event of such cancellation, the consultant shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but shall not be entitled to receive any damages on account of such or any further payment whatsoever.

Selection Process: The City is conducting an open engineering selection in accordance with the most recent addition of the FAA Advisory Circular AC 150/5100-14E and 5100.38D “Architectural, Engineering and Planning Consultant Services for Airport Grant Projects” and the Airport Improvement Program Handbook. All future projects must meet these guidelines wherever applicable. Eligible work must be performed and completed in such a manner as to be reimbursable from federal aid funds.

Respondents shall note that this is NOT a Request for Proposal but rather a Request for Qualifications (RFQ). Your submittal shall include actions which your firm may take to provide DBE participation. No elaborate special presentation brochures are expected or requested at this time. An evaluation of qualified firms will be undertaken following receipt of submittals. Interviews may be required during this process. It is the City's desire to award one (1) consulting contract as a result of this RFQ however the City may choose to award multiple contracts as deemed in the City's best interest.

Deliverables: All submittals shall include one (1) unbound original and one (1) CD and shall include the following information:

1. Name, size, and description of firm.
2. Location of main office and office where work will be accomplished.
3. Qualifications and previous firm experience in airport development at similar airports in Illinois.
4. Resumes of key personnel assigned to the project.
5. Names, addresses, and telephone numbers of references associated with the previous work experience by your firm.
6. A listing of the Illinois airports worked on by your firm as the prime consultant during the last three (3) years.
7. Provide any additional comments you believe are relevant.
8. Illinois Department of Transportation (IDOT) prequalification for airport work is a requirement.
9. A letter from your insurance company outlining your current levels of coverage.

Questions: All questions concerning this RFQ shall be forwarded to Stephen K. Andras P.E., Acting Airport Manager via email to sandras@aurora-il.org no later than November 30, 2017.

Due Date: Submittals shall be received at the address listed below no later than 1:00 p.m. on December 5, 2017.

Aurora Municipal Airport
43W636 US 30
Sugar Grove, IL 60554

Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

1. **That** it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. **That**, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. **That**, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
4. **That** it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
5. **That** it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contract agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. **That** it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. **That** it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The City of Aurora does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

STANDARD CONDITIONS

Note: For the purpose of this document, all reference to “proposal” shall be considered as in response to the “Request for Qualifications”.

Contract Documents: Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, proposal notice, proposal sheet, and addendum, if any, as specified herein shall form the “Contract Documents”. For the purpose of this proposal, the work “City” shall refer to the City of Aurora and the word “Proposer” shall refer to any person, company, or entity submitting a proposal. Any work shown or described in one of the documents shall be construed as if described in all the documents.

Submittal of Proposal: Proposals must be submitted to the attention of Stephen K. Andras, Acting Airport Manager, at the above address no later than 1:00 p.m. on Tuesday, December 5, 2017. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Proposers should carefully consider all delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date. Proposals shall be submitted in **sealed envelopes** carrying the following information: Proposer’s name, address, subject matter of proposal as indicated in the specification, and designated date and time of the proposal opening.

Withdrawal of Proposal: Proposers may withdraw or cancel their proposal, in written form, at any time prior to the scheduled time for the opening of the proposals.

Proposers Qualifications: No award will be made to any Proposer who cannot satisfy the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City’s decision or judgment on these matters shall be final, conclusive, and binding.

Preparation of Proposal: The Proposers submittal shall include all requirements of the specification as found in the Contract Documents. The City will strictly hold the Proposer to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Proposer.

Compliance with Laws: The Proposer shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

Proposal Review: The City reserves the right to reject any or all proposals and/or to waive any irregularities or disregard any informality on the proposals when, in its opinion, the best interest of the City will be served by such action. Furthermore, the City reserves the right to award each item to a different Proposer, or all items to a single Proposer unless otherwise noted in the specification. The City may determine as follows: 1) an equal or alternative is a satisfactory substitute, 2) an early delivery date is entitled to more consideration than price, 3) an early delivery date is to be disregarded because of the reputation of the

Proposer for not meeting delivery dates, 4) a Proposer is not a responsible Proposer, and 5) what exceptions or deviations from the written specifications will be accepted.

A. General Supplemental Additional Conditions

Prevailing Wage: Not less than the Prevailing Rate of Wages as found by the Department of Labor and determined by the court on review shall be paid to laborers, workmen, and mechanics performing work under this contract. *Current standards are available on the Illinois Department of Labor Internet website at: www.state.il.us/agency/idol/ or by calling the City at 630-256-3070.* (820 ILCS 130/11G) (Wages of employees on Public Works – Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39S-1 et seq.) Contractors are responsible for paying prevailing wage, when required, based on the most current IDOL standards, throughout the term of the contract.

Freedom of Information Act (FOIA): The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the City may be in possession of records covered by this act and therefore will be required to provide the City with those records upon request and within the time frame of the Act.

Guarantees and Warranties: All guarantees and warranties required shall be furnished by the Proposer and shall be delivered to the City before final payment on the contract is issued.

Termination of Contract: The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Proposer, in the event of default by the Proposer. Default is defined as failure of the Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies, or services similar to those so terminated.

The Proposer shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the City that in the sole opinion of the City clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Proposer.

Documentation: When the written specification requires the Proposer submit a written findings or analysis report with their proposal submittal, the Proposer shall provide the document to the City electronically as either a .PDF or .DOC file on compact disc (CD).

Hold Harmless Agreement (Contractual Liability)

The Proposer agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including and claims made by employees of the Proposer or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Proposer, or otherwise. *(With the single exception of any claim, damage, loss, or expense arising solely out of professional services performed by the City, its agents, or employees, including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services.)

***Special Requirement:** If the Proposer is an architectural firm or engineering firm, said Proposer shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage.

Insurance: The Proposer will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City of Aurora as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

- A. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
- D. **Worker's Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.
- E. Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A:VII.
- F. A certificate of insurance is required as evidence of coverage, with the City of Aurora named as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the named insured, whether it is the contractor or a sub-contractor, shall be provided to the City without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the City will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the City. Contractor will disclose to the City in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. Contractor will provide this information to the City in writing at least ten (10) days prior to beginning the Project.

Contractor waives any right of subrogation it may have or later acquire against the City.

The Proposer shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the City, nor shall Proposer allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Proposer and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

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Response Sheet

Note: the Respondent must complete all portions of this sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Respondent certifies that they are not barred from responding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all submittals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Responding Company Name: _____

Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.

INDEMNIFICATION: The Respondent hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Respondent be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the City.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

_____ (Company Name) is not barred by law from submitting a bid to the City for the project contemplated herein because of a conviction for prior violations of either the Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

_____ (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

_____ (Company Name) provides a drug free workplace pursuant to 30 ILCS 580/1, et seq.; and that

_____(Company Name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635:

_____(Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Respondent's Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip

E-mail Address

Phone Number

Fax Number

Date

