



Request for Qualifications 24-100

Garfield Park OSLAD Renovation Phase I Design, Architectural and Engineering Services

SUBMITTALS DUE

2:00 pm, Tuesday, September 17, 2024

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

CITY OF AURORA, ILLINOIS
REQUEST FOR QUALIFICATIONS 24-100
Garfield Park OSLAD Renovation Phase 1
Design, Architectural and Engineering Services

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CITY OF AURORA
REQUEST FOR QUALIFICATIONS 24-100
**Garfield Park OSLAD Renovation Phase I
Design, Architectural and Engineering Services**

The City of Aurora seeks the requests of qualifications (RFQ) to provide professional design, architectural and engineering services for the Garfield Park Phase I project in Aurora, Illinois.

RFQs will be received in pdf format via email at PurchasingDL@aurora.il.us until **2:00 pm, CST, Tuesday, September 17, 2024**. Responses must be submitted electronically. No late submittals will be accepted. There will not be a public opening.

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

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, 8:00 am, CST, Friday, September 6, 2024**. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 4:00 pm, CST, Tuesday, September 10, 2024. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after the September 6, 2024 8:00 am, CST, 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 **September 6, 2024, 8:00 am**. Please include: **RFQ 24-100 Garfield Park OSLAD Renovation Phase I Design, Architectural and Engineering Services** in the subject line of the email.

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 RFQs 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 Qualifications 24-100
Garfield Park OSLAD Renovation Phase 1
Design, Architectural and Engineering Services

1. INTRODUCTION

1.1 Brief Overview of the Project:

The City of Aurora is soliciting statements of qualifications from professional design, architecture, and engineering consultants interested in providing complete design services for the renovation including construction of various structures in and around Garfield Park over the course of the next two years.

The City of Aurora has received an OSLAD award towards this project and plans to apply for additional OSLAD Funding for the future Phase 2 Development, therefore previous experience working with OSLAD grant funding and project management is a requirement for this project. The approved OSLAD Grant Site Plan has been attached as an Exhibit.

Some of the various structures, renovations and improvements shall include:

- Playground (2-12 years old)
- New Splash Pad- Drain to Waste
- Restroom Facilities/Storage
- New Loop Trail
- New Shelter
- New Parking Lot
- Athletic facilities (volleyball, basketball, street soccer)
- Required Detention
- Bio-Swale
- Support Amenities
- Landscape improvements & native plantings
- New open green space

The City anticipates retaining professional design services to provide the Scope of Services outlined in this RFQ. Design firms and those with members possessing significant experience in planning, design, and construction administration of projects with similar characteristics will be given prime consideration for this project. Those firms or joint ventures that participate in this RFQ process will be referred to as "Respondents". "Respondent" and its subconsultants shall be referred to collectively as the "Design Firm". The successful firm or joint venture will be referred to, in the RFQ, as the "Firm".

The successful firm will be responsible for the coordination of all aspects of the design with the City of Aurora. Those interested in submitting shall have experience with the design of similar outdoor Park spaces and park venues.

Services may include, but are not limited to:

- Design Development
- Construction document preparation

- Construction administration
- Project schedules (time frames);
- Surveys—site (boundary), tree topographical, and geotechnical; (if necessary),
- Site plans depicting locations of all utilities, amenities, setbacks, etc.;
- Conceptual drawings and renderings,
- Participate in any required public hearings, and internal review of plans;
- HVAC, electrical, lighting, mechanical, and plumbing systems;
- Access to spaces in compliance with ADA and accessibility codes;
- Signage;
- Furniture, Fixtures, and Equipment;
- Cost estimates and preliminary construction schedule estimates;
- Construction drawings and specifications suitable for permitting;
- Addressing all permitting issues;
- Development of complete solicitation documents;
- Review of questions during solicitation, and preparation of addenda;
- Comprehensive evaluation of bid responses, and preparation of recommendation for award;

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.

2. SCOPE OF SERVICES

Garfield Park is located just northeast of downtown Aurora and is one of the City’s five Legacy Parks. Since the original establishment of the park almost 100 years ago, park continues to attract large crowds for everything from daily park visitors, to attendees for little league baseball games, gatherings at the Garfield Park Pavilion, as well as hosting community events such as National Night Out and school supply distributions.

In order to continue to improve the park and support park functions, a list of needed improvements has been growing over the last five or so years. While many of the expansion elements could be designed and implemented by City and staff, there are a number of improvements that need to be designed by architectural professionals. In addition to the standards for which professionals would be required to meet for such a project, this project poses unique challenges that must be met, including but not limited to the

functional operation of the proposed structures, but also the need to match the aesthetics of the existing Park and also ensure that the final location and orientation of all the amenities does not detract from the ability to enjoy and access the park. Below are some of the essential components we are requesting for this RFP.

- **Topographic Survey** - A topographic survey to include all of the Phase I areas as proposed in the OSLAD grant concept plan.
- **Construction Drawings & Bid Packets Documents** - The approved site plan along with OSLAD grant items will serve as the basis for construction document preparation. Plans along with construction details, and specifications will need to be prepared and updated at each of the following milestones: 50%, 75%, 90%, and 100% completion. Detailed cost estimates shall be updated at each submission and shared with the City. The construction plans, specifications, and bid proposal documents shall address the following:
 - Existing Conditions and Removals
 - Layout and Site Amenities Chart
 - Grading & Drainage
 - Soil Erosion and Sediment Control
 - Site Utilities: Storm Sewer, Water, and Electric to Splash Pad
 - Landscape Restoration, Plantings, and Pollinator Garden
 - Construction Details
 - General and Technical Specifications
 - Detailed Bid Proposal FormReview meetings at 50%, 75%, and 90% complete construction documents will take place with City staff. Comments from each meeting will be incorporated into the documents.
- **Bid Packet Documents *cont.***
 - Development of complete solicitation documents for distribution through the City of Aurora's Purchasing Division
 - Review of questions during solicitation, and preparation of addenda
 - Comprehensive evaluation of bid responses, and preparation of recommendation for award
- **Grant Correspondence Management:**
 - The design firm will assist with correspondence related to the OSLAD grant. This includes but is not limited to:
 - Reviewing and understanding all OSLAD requirements.
 - Coordinating with the City to ensure all grant-related documents, including detailed cost estimates, EPAS/CERP documents, and the grant agreement, are accurately managed and submitted.
 - Communicating with grant officials as needed to ensure compliance and address any queries.
- **Permitting:**
 - Permit coordination may be required with the following agencies including but are not limited to:
 - City of Aurora Building Permits
 - Kane County Stormwater Management Permit
 - This coordination includes assistance with completing applications, initial submittals, and modifications to plans necessitated by permit comments.
 - Coordination will also help with response cycles and curating resubmittals for permits.

- **Construction Administration:**
 - Following the award of the contract, the design firm will support City of Aurora staff during construction.
 - Construction administration tasks will include, but are not limited to:
 - Attending site visits and preparing site visit reports during construction. At minimum, eighteen site visits will be included within the plan.
 - Reviewing shop drawings and other submittals for conformance with plans and specifications.
 - Assist with change orders, requests for information, bulletins, and clarifications as necessary.
 - Attending punch list site visit with City and prepare punch list in written format.
 - Communicate with contractor and city throughout the process as needed.
 - Team of consultants will work with the City to spearhead the project.
 - The consulting firm may have the authority to act on behalf of the project lead only to the extent provided in the scope of services.
 - Consultant firm will not have control over or responsibility for the construction means, methods, techniques, sequences/procedures, or safety programs in connection with the construction work.

2.1 Proposed Project Schedule

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

Project Design Award-	October 2024
Preliminary Design Development-	November 2024
Final Design Phase Documents Due	December 2024
Procurement of Construction Services & Equipment	January 2025
Construction Window to begin sooner if weather permits	March 2025

If there are components of the project that cannot be constructed or met within the above project schedule, or there are components regarding material delivery timelines, that should be clearly identified in the project approach. Consultants may propose intermediate and additional milestones to those highlighted above.

Kick Off Meeting and Site Visit: A meeting with City representatives to discuss the project and planning process will take place. The following items will be reviewed:

- Timeline and Presentation Dates
- Project Goals and Objectives
 1. OSLAD Requirements
 2. City Standards
 3. Site Challenges and Opportunities

In addition, the City approval process will be reviewed. The City will share grant documents including the detailed cost estimate, EPAS/CERP documents, grant agreement and any chosen site amenities. At the close of the meeting, a site visit will be made and photos taken. (1 in-person meeting and site visit)

Base Data and Site Survey: A topographic survey shall be conducted to include the Phase I areas as proposed in the OSLAD grant concept plan.

Design Development: A development design plan for the renovation of Garfield Park will be required. The plan must include the OSLAD grant amenities while creating a design that is engaging for the community. Multiple playground and splash pad options, along with concepts for the other recreation

amenities such as basketball and street soccer areas. A detailed budget will be required based on the design development plan.

Review Meeting: Meeting with City staff to review the following: The design development plan, amenity options and cost estimate.

Construction Documents & Permitting: The approved site plan along with OSLAD grant items will be the basis for construction document preparation. The plans will be updated with input from the City as the process unfolds. Plans, construction details, and specifications will be prepared and updated at 50%, 75%, 90% and 100% submissions. Detailed cost estimates will be updated at each submission and shared with the City. A set of construction plans, specifications, and bid proposal for public bidding will be prepared. The documents will address the following:

- Existing conditions and removals
- Layout and site amenities chart
- Grading & drainage
- Soil erosion and sediment control
- Site utilities: Storm sewer, water and electric to splash pad
- Landscape restoration, plantings and pollinator garden
- Construction details
- General and technical specifications
- Detailed bid proposal form

The specifications will cover each area of construction. Review meetings at 50%, 75% and 90% complete construction documents will take place with City staff. An updated estimate of construction costs shall be available for review at each meeting.

Permits: Based on interpretation of the project needs, permit coordination will be required. Permit submittals shall be prepared and submitted to the City. The coordination includes assistance with completing applications, initial submittal, modifications to plans necessitated via permit comment and response cycles and coordinating resubmittals.

Bidding: Development of complete solicitation documents for distribution through the City of Aurora's Purchasing Division. Review of questions during solicitation, and preparation of addenda. Comprehensive evaluation of bid responses, and preparation of recommendation for award.

Construction Administration: Following award of a contract, the design team will support the City staff during construction. Construction administration tasks will include:

1. Attend site visits and prepare site visit reports during construction. Eighteen site visits are included.
2. Review shop drawings and other submittals for conformance with plans and specifications.
3. Assist with change orders, requests for information, bulletins and clarifications as necessary.
4. Attend punch list site visits with City and prepare punch lists in written format.
5. Communicate with contractor and City throughout the process, as needed.

Team of consultants will work with the City and the contractor for a successful project.

Post Construction Services: Once the project is closed out, there will be continued availability to answer questions during a one-year warranty period at no additional cost.

3. SUBMITTAL REQUIREMENTS

3.1 Evaluation Process and Selection Criteria

All proposals 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 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 firm, including work with projects similar in size and scope
- 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 firm qualifications and experience, particularly with OSLAD 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 highlighting 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. Cover letter must also acknowledge receipt of all addenda, if any have been issued.
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 including OSLAD experience, 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.
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
	i. OSLAD Experience
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 may 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. This section is critical for establishing whether or not the Respondent can meet the timelines necessary to have the project bid and awarded in accordance with the project schedule.

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. The City’s required Respondent’s Certification and Respondent’s Tax Certification (pages 4-5) will also NOT be counted toward the page limits.

Submissions will be accepted in a pdf format via email at PurchasingDL@aurora.il.us until **2:00 pm, CST, Tuesday, September 17, 2024**. Responses must be submitted electronically. No late submittals will be accepted.

Please include: **RFQ 24-100 Garfield Park OSLAD Renovation Phase I Design, Architectural and Engineering Services** in the subject line of the email.

Received RFQs 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.

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, **8:00 am, CST, Friday, September 6, 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 Addendum

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 www.aurora-il.org/bids.aspx by **4:00 pm, CST, Tuesday, September 10, 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 Addendum

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 violation 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 Architect 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 to 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 RFQs 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 Architect 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 Architect for any reason upon giving the Architect ten (10) days' notice in writing of its election to cancel and terminate the Agreement. It is agreed that any Agreement entered shall not limit the right of the City to hire additional Architect to perform the services described in the Agreement either during or after the term of the Agreement.

6.8 Proprietary Information

1. Selected Architect, 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. Architect 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. Architect 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 Architect 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 Architect's initial RFQ 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 Architect, 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 Architect, 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, Architect, 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 Architect, 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 Architect relative thereto shall be considered proprietary and confidential and shall not be reproduced, altered, used or disseminated by Architect 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, Architect is required to safeguard such information from access by unauthorized personnel. All Architects, 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 Architect 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 Architect 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 Architect 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 Architect 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. Firm 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 Firm 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 Firm 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. Firm 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 Firm will be exclusively responsible for all services scheduled during the development of a Scope of Services. The evaluation committee will consider the Firm 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 Firm 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.

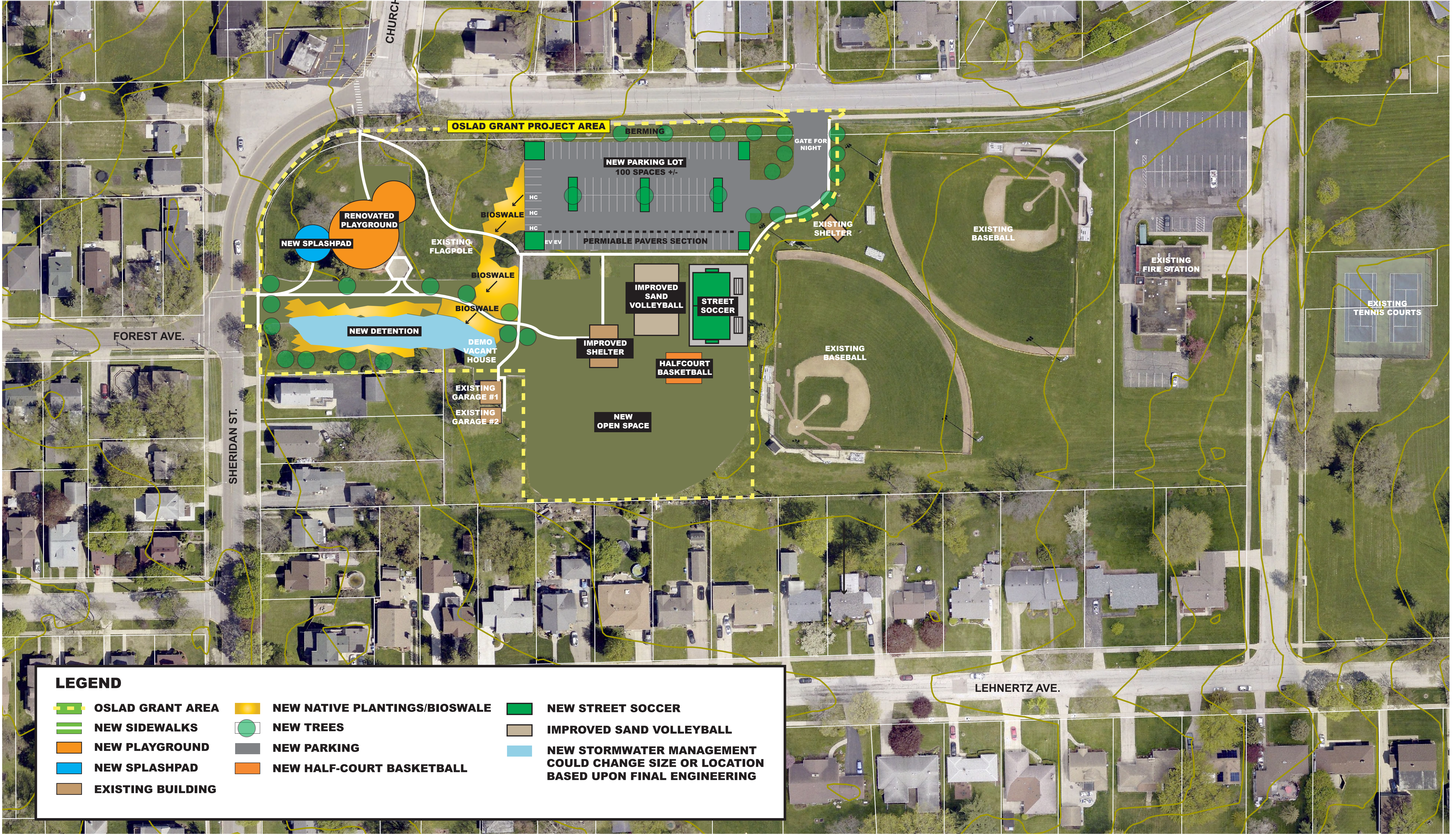
Consents and Approvals: The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

8. EXHIBIT

Approved OSLAD Grant Site Plan

GARFIELD PARK: OSLAD GRANT

DRAFT CONCEPT PLAN 9.14.23



LEGEND

	OSLAD GRANT AREA		NEW NATIVE PLANTINGS/BIOSWALE		NEW STREET SOCCER
	NEW SIDEWALKS		NEW TREES		IMPROVED SAND VOLLEYBALL
	NEW PLAYGROUND		NEW PARKING		NEW STORMWATER MANAGEMENT COULD CHANGE SIZE OR LOCATION BASED UPON FINAL ENGINEERING
	NEW SPLASHPAD		NEW HALF-COURT BASKETBALL		
	EXISTING BUILDING				

City of Aurora



Finance Department | Purchasing Division

44 E Downer Place | Aurora, Illinois 60507

Phone: (630) 256-3550 | Fax: (630) 256-3559 | Web: www.aurora-il.org

DATE: September 10, 2024
TO: Prospective Bidders
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA REQUEST FOR QUALIFICATIONS 24-100
ADDENDUM #1: GARFIELD PARK OSLAD RENOVATION PHASE I
DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES**

This notice forms a part of the Request for Qualifications 24-100: Garfield Park OSLAD Renovation Phase I Design, Architectural and Engineering Services. All other information pertaining to this Invitation to Bid shall remain the same.

RFQ's will be received in pdf format via email at PurchasingDL@aurora.il.us until **2:00 pm, CST, Tuesday, September 17, 2024**. Responses must be submitted electronically. It is the sole responsibility of the Bidder to see that their submittal is received by the due date and time. No Late submittals will be accepted.

1. Is it your expectation that the restroom would be a pre-engineered (vendor supplied) building or custom architecture?
Answer: The expectation would be that it would be custom architecture as part of the improved shelter structure.
2. What is your OSLAD budget? Can we get a copy of the application and/or budget spreadsheet?
Answer: See attached spreadsheet.
3. Can we reduce the size of any sections of the submittal in order to add more pages to another sections, keeping the total the same?
Answer: Yes.
4. Will the City of Aurora provide boundary survey information to be referenced in the topo survey? If not, should a boundary survey be included?
Answer: A boundary survey will be needed.
5. Will the Garfield Park project require Planning and Zoning Commission review/approval?
Answer: No.

6. Should the removal of the abandoned building be included in the scope, or will the City of Aurora be responsible?

Answer: The City of Aurora's Fire Department will burn the building.

7. Should the removal of Forest Ave and overhead utilities be included in the scope?

Answer: Yes.

8. Has an environmental assessment been performed and is the site within the Long-Ear Bat tree removal restrictions?

Answer: No, an environmental assessment has not been performed. The consultant will need to confirm if the site is within the Long-Ear Bat Tree Removal Restriction.

9. What is the total budget for Phase 1?

Answer: See attached spreadsheet.

10. What is the budget per program submitted for the OSLAD application?

Answer: See attached spreadsheet.

11. Are there any programs listed in the RFQ that are not included in the OSLAD application?

Answer: No.

12. The concept plan does not indicate a restroom location. Will restroom facilities and storage be part of the improved shelter?

Answer: The restroom facilities will be part of the improved shelter.

Project Title: Garfield Park

Updated 9.9.24

**OSLAD GRANT APPLICATION 2023
PROJECT BUDGET****GARFIELD PARK PHASE 1 2023 OSLAD**

Development Item	2023 OSLAD APP	COA EXPENSE	IDNR EXPENSE
Site Demolition (roads & walkways)	\$ 15,000	\$ 15,000	
Existing Playground Demolition	\$ 55,000		\$ 55,000
Structure Demolition (vacant house)	\$ 5,000	\$ 5,000	
Mass Grading (Including Detention Area)	\$ 25,000	\$ 25,000	
Shelter Rehabilitation	\$ 2,000	\$ 2,000	
Parking Lot Resurfacing	\$ 50,000	\$ 50,000	
Parking Lot Widening	\$ 50,000	\$ 50,000	
Walking Paths/Sidewalks	\$ 25,000		\$ 25,000
Entrance Road	\$ 28,975	\$ 28,975	
Splashpad	\$ 179,975	\$ 87,500	\$ 92,475
Splashpad Water Service	\$ 10,000	\$ 10,000	
Splashpad Drain	\$ 15,000	\$ 15,000	
Playground and Install	\$ 216,000	\$ 60,000	\$ 156,000
Playground Poured in Place Surfacing	\$ 146,190	\$ 73,095	\$ 73,095
Playground Concrete Curbing	\$ 13,860	\$ 6,930	\$ 6,930
Street Soccer Single Pitch	\$ 49,000		\$ 49,000
Storm Sewer Outfall	\$ 25,000	\$ 25,000	
Trees and Landscaping/Native Plantings	\$ 25,000	\$ 12,500	\$ 12,500
Topsoil, Seeding, Blanket	\$ 20,000	\$ 10,000	\$ 10,000
Construction Sub-Total	\$ 956,000	\$ 476,000	\$ 480,000
Contingency (10%)	\$ 95,600	\$ 47,600	\$ 48,000
CPA Report Costs	\$ 2,500	\$ 2,500	
A/E Design Costs (15.25% of Construction Costs)	\$ 143,400	\$ 71,400	\$ 72,000
Potential Architectural Survey	\$ 2,500	\$ 2,500	
TOTAL ESTIMATED COSTS	\$ 1,200,000	\$ 600,000	\$ 600,000

Please acknowledge receipt of this Addendum within the Cover Letter of your proposal. Failure to do so may subject the bidder to disqualification.