



City of Meriden, Connecticut

Purchasing Department

Request for Qualifications

For

RFQ024-18

Professional Airport Consultant Services

Meriden, CT

Responses Due: November 16, 2023 @ 11:00 A.M.

Purchasing Department

142 East Main Street, Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

The City of Meriden is accepting qualifications for:

RFQ024-18 Professional Airport Consultant Services

The City of Meriden requests qualifications from professional airport engineering consulting firms to provide on-call planning, design, and construction administration services for future projects up to a five-year term. Projects will primarily include those funded by the FAA and the CAA, but may include municipal or private funded projects as well.

Qualifications shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (<https://webprocure.proactiscloud.com>). Qualifications will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 A.M. local, and Eastern Standard Time on November 16, 2023** at which time they will be opened and recorded. Any response received after the time and date specified shall not be considered.

The right is reserved to reject any or all responses, in whole or in part, to award any item, group of items, or total response, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No responder may withdraw their submission within sixty (60) days of the date of the opening.

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.

Rawle Dummett
Purchasing Officer
City of Meriden, CT 06450-8022
Dated: October 21, 2023

Meriden Markham Municipal Airport City of Meriden, CT

RFQ024-18 Professional Airport Consultant Services

1. Introduction

The City of Meriden and Meriden Markham Municipal Airport participate in the FAA Airport Improvement Program (AIP) and the Connecticut Airport Authority (CAA) Grant Programs and is requesting qualifications from airport engineering consultants to provide on-call planning, design, and construction administration services for future projects up to a five-year term.

2. Project Description

The selected consultant will be expected to perform various airfield and terminal area projects undertaken by Meriden Markham Municipal Airport over the next five years. Projects will primarily include those funded by the FAA and the CAA, but may include municipal or private funded projects as well.

Projects in the five-year period may include, but are not limited to the following:

- a. Land acquisition for adjacent properties
- b. Construction of new hangars
- c. Rehabilitation of a maintenance hangar
- d. Replacement of rotating beacon and windsock
- e. Acquisition of snow blower attachment for front end loader
- f. Rehabilitation of north Quonset hangar door

Services may include, but are not limited to, the following:

- a. Project coordination and administration
- b. Provide all services required to prepare complete and accurate plans and specifications and bid documents
- c. Conduct planning and environmental studies, as necessary
- d. Prepare permit applications and secure permits, as necessary; including requirements under NEPA, State, County, and local authorities, as required
- e. Conduct bidding services and construction administration and observation

The scope of work for each assignment shall be developed by the consultant when requested by the City of Meriden Airport Commission and corresponding fees will be negotiated as per FAA Advisory Circular 150/5100-14E.

3. Consultant Selection

The Airport Commission intends to recommend a consulting engineering firm to the City Council based exclusively upon qualifications for up to a five-year term. All interested firms must be licensed to practice engineering in the State of Connecticut. After a review of submittals, one firm will be selected for the project. If interviews are deemed necessary, they will be held at a location and date to be determined.

4. Selection Criteria

The selection of the consultant shall be based on proposal information exhibited in both written and graphic form and personal interviews (if conducted). Criteria for selection will include, but not necessarily be limited to the following:

- Relevant experience of the same or similar project in content and scope 50%
- Project Approach 20%
- Approach to cost control and scheduling 15%
- The submittal itself as an example of the quality of the firm's work 10%
- Prior work experience with KMMK 5%

5. Proposal Format

A. Consultant may not submit supporting marketing materials, brochures, etc. to supplement the firm's credentials.

B. Proposal Responses must include the following information:

- a. Firm background, experience, and capabilities (based on size, disciplines, etc.) to implement the planned airport projects.
- b. Key personnel's professional qualifications, their roles, applicable work experience, and office locations.
- c. Consultant project experience at similar airports.
- d. Consultant experience and familiarity with FAA and CAA.
- e. Consultant's familiarity with Meriden Markham Municipal Airport and/or the local community (if any).
- f. Project references with contact information.

C. Submissions shall be limited to 30 pages (8.5" x 11" sheets) total, including the cover letter. **Please submit one complete version of your response on a USB flash drive as well.**

6. Submission

Qualifications should be received no later than 11:00 AM (EST), November 16, 2023, at the following address:

**City of Meriden
Purchasing Department
142 East Main Street #210
Meriden CT 06450**

Each proposer is requested to submit five (5) bound copies of their qualifications as well as one digital copy via portable USB style drive. No other documentation should be included. **The copies should be in a sealed envelope and marked RFQ024-18 Airport Consultant Services on the outside.** Questions regarding the submission should be directed by email to meridenpurchasing@meridenct.gov.

7. Terms and Conditions

The following terms and conditions apply:

- a. Meriden Markham Municipal Airport and the City of Meriden are not liable for costs incurred prior to the issuance of an executed contract and/or notice to proceed.
- b. Firms responding to the RFQ may be designated for an interview at the discretion of the Airport Commission.
- c. The City of Meriden reserves the right to accept or reject any submission when it is considered to be in the best interest of the Airport to do so.
- d. The successful Consultant shall not discriminate against any individual in accordance with applicable federal, state, or local laws. It will be the responsibility of the Consultant to ensure the appropriate DBE goals are satisfied on projects. Identification of DBE firms is not required at this time.
- e. The selected firm may subcontract portions of the project work, as appropriate. However, the City of Meriden reserves the right to approve each project team under the on-call selection.

The Consultant shall use the City's standard "Agreement for Professional Engineering Services" for each project to be reviewed by the City. Any modifications/addendum to the contract shall be negotiated with the City. Should the proposed contract be unacceptable to the City, or there is a failure to negotiate an agreed fee arrangement, the City reserves the right to select another firm.

Per FAA requirements, fees will be negotiated following the requirements of Advisory Circular 150/5100-14E. Independent fee estimates or assistance from the Connecticut Airport Authority may be necessary, per the project type and size.

Although this selection includes up to a five-year period, re-selection of the airport consultant may be conducted at any time at the full discretion of the City of Meriden.

END OF REQUEST FOR STATEMENT OF QUALIFICATIONS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
RFQ024-18 Professional Airport Consultant Services

This Agreement, made on this _____ day of _____, 2023, by and Between the City of Meriden, hereinafter referred to as the “City” and _____, hereinafter referred to as the “Engineer”.

WITNESSETH:

WHEREAS, the City of Meriden requires professional engineering services, and;

WHEREAS, the Engineer represents that it has the requisite experience to perform said services.

NOW, THEREFORE, the City and the Engineer, for considerations hereinafter set forth agree as follows:

1. Work shall comply with the scope of work and schedule as noted in Attachment A.
2. The cost for services provided are as set forth in Attachment A and shall constitute the entire basis for payment for the work specified, including all incidental work, all labor, materials, equipment, and all other costs necessary to fulfill the requisites of this service.

3. **City Provided Services:**

The City shall make available to the Engineer without cost, copies of all maps, plans, reports and other data related to the project in possession of the City.

4. **Miscellaneous Requirements:**

- 4.1 The Engineer shall be responsible for the work and its presentation to the City and others.
- 4.2 The Engineer shall be required to attend meetings and give reports to the City, or others, at the place and time directed by the City.
- 4.3 The Engineer shall consult with the City Engineer’s staff to ascertain the requirements of the project and inform himself as to specific conditions that might affect his completing the work or the hours or season of its execution, such as use of adjacent areas, interruptions to operations, and any other information as required.
- 4.4 The Engineer covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.
- 4.5 Should the Engineer require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the City for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications

prepared by them or under their supervision. The Engineer shall pay such approved registered consultants and shall submit evidence of such payments upon request by the City.

- 4.6 Should the engineer encounter difficulties beyond their control that may delay the completion of the project or any part thereof, the City is to be immediately notified in writing. This notification shall document the specific reasons for the delay and any attempts the firm has made to overcome such delays. A significant backlog of work, changes in staff, or other similar reasons, will not be considered as acceptable reasons for granting any extension necessary to preclude a breach of contractual obligations. The City shall be the sole judge of the validity of any time extension, and if it is found that the firm has not diligently pursued and documented all available methods to overcome the delay, no extension of time shall be granted. Payment for any overtime work required to overcome any possible delays shall not be made by the City, unless it is determined to be in the best interest of the City.

5. **Fee and Payment:**

The cost for services provided for in this project are set forth in the Attachment A and shall constitute the entire basis for payment for the work specified including all incidental work, all labor, materials, equipment, studies, preparing the report, outside services, reviewing existing data, meetings, transportation, overhead, clerical personnel, and any and all other costs necessary to fulfill the requirements of this service. The Engineer has provided a breakdown of the lump sum cost which includes all items of work and incidental activities so partial payments for completed elements of the work may be provided. Billing will be made monthly in accordance with the work completed, subject to the approval of the City. Payment will be made not less than thirty (30) days after receipt of the approved invoice.

6. **Change Order:**

The City is to be notified, in writing, for any requests of time extension, compensation for proposed additional work, etc. Such requests will be reviewed by the City, and if the City approved such request and it is in the best interest of the City a Change Order will be issued by the City. Unless there are unforeseen conditions, the contract will not be increased.

7. **Indemnification:**

To the extent permitted by law, the Engineer, shall at all times indemnify and save harmless the City and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the Engineer, its agents, employees, or subcontractors in connection with the Project, and/or under this Agreement.

To the extent permitted by law, the City shall at all times indemnify and save harmless the Engineer, and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity to the extent caused by the negligent acts, errors or omissions of the City, its agents, employees, or subcontractors in connection with the Project, and/or under this Agreement.

8. **License:**

The Engineer shall ensure that the Engineer, in responsible charge of work, possess and maintain a valid State of Connecticut license as required by State Statute and the State Building Code as noted in the October 30, 1987, memorandum from the Commissioner of Consumer Protection to the officials of Meriden.

9. **Insurance:**

The Engineer shall provide and maintain a Certification of Insurance indicating proof of Professional Liability (and/or Errors and Omissions Coverage), Loss of Valuable Papers and other required insurance as noted below, and is hereby made a part of this Agreement.

All insurance coverage shall be provided by the Engineer at no additional expense to the City. The scope and limits of insurance coverage specified are the minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Engineer's policies.

The Engineer shall be responsible for maintaining the stated insurance coverage in force for the life of the contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Engineer agrees that the coverage or the acceptance by the City of certificates of insurance indicating the type and limits of insurance shall in no way limit the liability of the Engineer to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Engineer shall be primary insurance, except when stated to apply in excess or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance held by the City.

The Engineer shall provide coverage that are not impaired or the aggregate is not impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Engineer shall not commence work under the terms of this contract until he has obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

The Engineer and/or Subcontractors shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the Engineer's insurer to recover any payments made on behalf of the Engineer and/or Subcontractor.

Each Certificate of Insurance shall include the following minimum pertinent information:

- * Name of Insurance Carrier writing policy
- * Name of Insured

- * Address of Named Insured
- * Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- * Policy Periods (effective and expiration dates)
- * Limits of Liability
- * Brief description of operations performed and the property covered
- * Name and address of certificate holder
- * Authorized agents name and address
- * Date and signature of the issuing agent (original only)
- * All General Liability additional names insured endorsements

Each insurance policy (with the exception of Workers' Compensation and Professional Liability) shall contain an endorsement including the City of Meriden as an Additional Insured. The Engineer shall provide notification to the City in the event of any material change, modification, cancellation or non-renewal of insurance coverage.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew or any other cause, the City shall order the cessation of all engineering activities until such time as the insurance requirements are complied with.

Insurance Requirements:

- a. The Engineer shall procure and maintain for the life of the contract \$1,000,000.00 occurrence/\$2,000,000.00 aggregate limit **COMMERCIAL GENERAL LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Premises/Operations
 - II. Products - Completed operations
 - III. Underground, explosion, and collapse hazard
 - IV. Contractual liability
 - V. Independent contractors

- b. The Engineer shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single limit **BUSINESS AUTOMOBILE LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Non-owned automobile
 - II. Liability and Physical damage
 - III. All owned (private passenger and other than private passenger)
 - IV. Any automobile
 - V. All scheduled automobiles

- c. The Engineer shall procure and maintain for the life of the contract, State of Connecticut Statutory **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE**, designed to indemnify all the Engineer's employees in the event of occupational injury and/or disease.
 - \$500,000.00 each accident
 - \$500,000.00 disease policy limit
 - \$500,000.00 each employee disease

- d. The Engineer shall procure and maintain for the life of the contract **PROFESSIONAL LIABILITY, MALPRACTICE, OR ERRORS AND OMISSION COVERAGE** protecting the Engineer against wrongful acts and liability arising from professional services. A \$2,000,000.00 single limit per claim

and a \$2,000,000.00 aggregate per policy period shall be afforded by this coverage. The coverage shall be written on an occurrence form or may be written on a claims made basis.

10. **Designation of Gender:**

All words used herein in the singular shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

11. **Termination:**

The City or the Engineer shall have the right, without cause, to terminate this Agreement within Thirty (30) days following written notification to the other party to that effect by Certified Mail or Personal delivery by agent, and upon the expiration of said thirty-day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination. If this Agreement is terminated, the Engineer shall be paid for the services performed to the termination notice date, including reimbursable expenses then due as mutually determined between the City and the Engineer.

12. **Standard of Care:**

The Engineer will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. In performing the services, the Engineer will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. The Engineer will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by the Engineer.

13. **Applicable Laws:**

This Agreement shall be governed, interpreted, and construed under and in accordance with the laws of the State of Connecticut.

14. **Entire Agreement:**

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto, and nothing contained in the terms or provisions of this Agreement shall be construed as an Agreement by the City of Meriden to directly obligate the City to creditors or employees of the Engineer.