



REQUEST FOR PROPOSALS
DESIGN BUILD SERVICES
ADA IMPROVEMENTS
MIDAMERICA ST. LOUIS AIRPORT
ST. CLAIR COUNTY, ILLINOIS

ISSUED: January 31, 2012

DUE: NO LATER THAN 2:00 PM (CST), February 21, 2012

SUBMIT TO: Dan McGuire
Director of Buildings
Public Building Commission (PBC)
#10 Public Square – Room 551-B
Belleville, IL 62220



REQUEST FOR PROPOSALS (RFP)
DESIGN BUILD SERVICES
ADA IMPROVEMENTS
MIDAMERICA ST. LOUIS AIRPORT
ST. CLAIR COUNTY, ILLINOIS

SECTION I – INTRODUCTION

MidAmerica St. Louis Airport

MidAmerica St. Louis Airport (BLV) is located in St. Clair County, Illinois approximately 23 miles east of St. Louis, Missouri at Exit 23, on I-64. BLV was certified operational by the Federal Aviation Administration in 1997 and opened operations in May 1998. BLV is a joint military-civilian airport with separate civilian and military runways. The Airport is owned and operated by St. Clair County, Illinois.

Request for Proposal (RFP)

The St. Clair County Public Building Commission, as agent for and on behalf of St. Clair County, Illinois, a political subdivision of the State of Illinois (hereinafter the “PBC”) desires to select a qualified design-build firm with proven expertise and capability to complete the design and construction of ADA improvements to MidAmerica Airport. These improvements are based on a number of items listed in the Settlement Agreement between St. Clair County, Illinois and the Department of Justice. The PBC intends to issue a notice of award immediately following negotiations with the successful design-build firm submitting on the project. After acceptance of the notice of award, the PBC will issue a contract to the design-build firm followed by a notice to proceed. The design-build firm must complete construction no later than 270 calendar days following notice-to-proceed. The Project includes work at the Airport Passenger Terminal, the U.S. Customs and Border Protection Facility, the Maintenance Building, and the Aircraft Rescue and Firefighting Facility (ARFF).

Scope of Services: See Exhibit A, MidAmerica Airport Physical Improvements.

ADA Compliance is required for every facet of this project. The items listed in Exhibit A are the primary focus, but no additional ADA issues should be created by fixing the items listed in Exhibit A. It is the sole responsibility of the design-build entity to comply with these Standards as well as all applicable codes and regulations. No “construction tolerance” will be accepted when a range, a minimum, or a maximum is listed in the ADA Standards.

Contract Terms: The PBC will only consider responsive Proposals from responsible firms for a Contract award. A responsive Proposal is a Proposal that complies with all requirements stated in the RFP. A responsible firm is a firm that demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the work called for in this RFP. Each responsive Proposal from a responsible firm will be evaluated solely according to the criteria set forth in this RFP. Each Proposal submitted in response to the RFP is subject to the Contract terms as set forth in the Exhibit B. Any Contract awarded will incorporate all of these Contract terms.

Any contract awarded under this RFP is expected to be funded in part by \$130,000 of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). The CDBG funds are administered by the St. Clair County Intergovernmental Grants Department (IGD). The procurement will be subject to federal prevailing wage rates (Davis Bacon Act) issued by the U.S. Department of Labor, and not less than fifteen percent of the total funds

must be expended with a Minority Business Enterprise (MBE) in the form of services, supplies or subcontracts and to comply with Section 2-105 of the Illinois Human Rights Act.. The MBE participation is a part of the award to the construction contractor, not the engineer, architect, or consultant. Specific affirmative action goals are contained in the specifications. The proposed budget for this project is between \$100,000 and \$200,000 which will be funded by St. Clair County and through CDBG funds.

Exhibit B: The selected firm (firms) is required by State and/or Federal law to make the representations and certifications listed in Exhibit B a part of the Proposal and Contract upon award. It is understood by the firm that the representations and certifications made herein are a part of the Contract and that, in addition to all other remedies provided by law, a false or fraudulent representation or certification shall be a breach of Contract. The firm certifies by completing and signing Exhibit B that he or she has read the representations and certifications and that the required responses are true and correct. The certified signature on Exhibit B constitutes an endorsement and execution of each representation and certification as though each was individually signed. Failure to properly execute these representations and certifications will result in the firm's Proposal being rejected.

Time and Place of Proposal: Proposals will be received until 2:00 p.m. (Central Standard Time) on the 21st day of February 2012 in the office of the PBC, #10 Public Square, Room 551-B, Belleville, IL 62220. The Proposal must be submitted in clearly marked, sealed envelopes in accordance with all submission requirements set forth in the RFP. A clearly marked digital copy of the proposal on CD or flash drive is also required. Facsimile submittals are not acceptable. Late Proposals will not be accepted. Questions may be directed to Katie Stein by email at kstein@sittoncg.com. Questions will also be answered at the mandatory pre-submittal meeting at 2:00 p.m. on February 6, 2012 at the Passenger Terminal Conference Room at the Airport Passenger Terminal, MidAmerica St. Louis Airport, 9656 Air Terminal Drive, Mascoutah, Illinois 62258-5501 (Exit 23, I-64). Questions will not be answered telephonically and personal visits to the PBC or Airport for the purpose of discussing the project are prohibited and may be grounds for disqualification.

Selection Procedures

The PBC will appoint a Selection Committee to evaluate the proposals received in response to this RFQ and to select a short list of the best qualified firms for further consideration. The short list will be no less than 2 design-build entities and no more than 6 design-build entities. Interviews may or may not be conducted. The PBC will initiate negotiations with the firm considered to be the most highly qualified by the Selection Committee to determine the final scope of services, to determine the cost and to execute a Contract. If a Contract cannot be awarded to the highest ranked firm, negotiations will be terminated and discussions will be initiated with the second ranked firm. This process will continue until a Contract can be executed.

SECTION II - GENERAL PROVISIONS

Drug Free Workplace Policy

The firm is required to certify compliance with the Drug-Free Workplace Act of 1988 (41 USC 702 and 24 CFR part 24, subpart F) and the Substance Abuse Prevention on Public Works Projects Act.

Control of Work

The PBC appointed representative shall determine and decide all questions which may arise as to the quality and acceptability of the services provided; the manner of a firm's performance; the rate of progress of said services; and the interpretation of the guidance provided in the Contract documents. The

PBC appointed representative will appoint such assistants and representatives, as desired, and they shall be authorized to oversee the services provided and to give directions pertaining to the services. The firm shall give the services provided the constant attention necessary to facilitate the progress thereof, and shall cooperate in every way possible with the PBC appointed representative and any designated assistants and representatives including IGD.

Safety and Security

The firm shall become familiar with and abide by Airport safety and security procedures when employees are required to perform services on the Airport. The Airport Public Safety Office shall assist the firm by providing applicable directives and instructions.

Compliance with Laws

The firm shall observe and comply with all federal and state laws, local ordinances, and regulations which affect the conduct of this work. Keep in mind that the Passenger Terminal is within Mascoutah city limits and the remaining buildings are in unincorporated St. Clair County. The firm shall be solely responsible for all claims and liabilities arising from or based upon the violation of any such laws, ordinances, or regulations.

The firm warrants and certifies that in the performance of this Contract, the firm will comply with all applicable statutes, rules, regulations and orders of the United States, and of any State or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment and applicable price ceiling, if any. Failure of the PBC to insist on the strict performance of the terms, conditions and Contracts herein contained or any of these shall not constitute or be construed as a waiver of relinquishment of the PBC's right thereafter to enforce strict compliance with any such terms, Contract or condition, but the same shall continue in full force and effect.

The firm shall conduct the services provided in accordance with the requirements of all applicable federal laws, the laws of the State of Illinois and the rules and regulations of all authorities having jurisdiction over matters pertaining to MidAmerica St. Louis Airport. These laws, rules and regulations will be deemed to be included in the Contract the same as though herein written out in full. The Contract shall be governed by the law of the United States of America and the State of Illinois with venue and jurisdiction in the St. Clair County Circuit Court.

Interested design-build firms should be aware that the resultant contract will be with the PBC and will include provisions for: (1) establishment of a drug-free work place including an employee drug testing program and a drug-free awareness program in compliance with the Substance Abuse Prevention on Public Works Projects Act; (2) a project union labor agreement binding on the successful design-build firm; (3) compliance with HUD regulations as applicable to a CDBG funded project. The RFP is open to all firms regardless of size.

No design-build submittal shall be considered that does not include a firm's plan to comply with the requirements established in the minority and women business enterprises and economically disadvantaged firms established by the corporate authorities of the PBC and with Section 2-105 of the Illinois Human Rights Act.

SECTION III – GENERAL INSTRUCTIONS FOR PREPARING PROPOSALS

Carefully comply with RFP instructions when preparing and submitting the Proposal. Be as concise as possible and provide only the information requested by the RFP.

Definitions

Office: A geographically distinct place of business or subsidiary office of a firm from which this project will be managed and where work will predominantly be performed.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Key Personnel: Individuals who will have major Contract responsibilities and/or provide unusual or unique expertise.

Specific Instructions for Completing the Proposal

A mandatory pre-submittal meeting will be held at 2:00 p.m. on February 6, 2012 at the Passenger Terminal Conference Room at the Airport Passenger Terminal, MidAmerica St. Louis Airport, 9656 Air Terminal Drive, Mascoutah, Illinois 62258-5501 (Exit 23, I-64).

Follow up visits will not be permitted.

The following information must be included in the Proposal.

Contract Information:

RFP Date: Enter the date as shown on the RFP cover sheet.

Title and Location: Enter the title and location of the project for which the Proposal form is being submitted exactly as shown on the RFP cover sheet.

Cover Letter: The cover letter shall include the responding company name, contact name, address, fax number, and email address.

Phase I: The Phase I submittal is to be placed in a separately sealed envelope labeled per instructions with an annotation on the front of the envelope "One of Two."

1. **Introduction:** The introduction shall include an executive overview of the Proposal. Provide a discussion of the firm's current workload and capacity to perform the work. Include the firm's familiarity with the geographic location of the project. This information will be used as an aid in the evaluation process to understand the organization, content, and interrelationship of the information provided.
2. **Relevant Experience and Past Performance:** Provide a narrative that describes the firm's experience with similar design-build projects. Include any challenges or types of problems that may be applicable to the project. Include a record of past performance on contracts with the PBC and other clients, including quality of work, timeliness and cost control, and references. Accurate and complete information is essential to evaluate the firm's past performance on relevant projects and any projects with the PBC.

3. Organization and Project Management: Provide the name, full mailing address, and a brief description of the role of each firm that will be involved in the performance of this Contract. If a firm has branch offices, indicate each individual branch office that will have a key role in the project. Include a list of all design professionals and other entities to which any work identified in Section 30-30 of the Illinois Procurement Code as a subdivision of construction work may be subcontracted during the performance of the contract.

Provide an organization chart defining the lines of responsibility and authority within the firm (design-build team) to include key project management, design management and construction management personnel. Explain the design-build team's approach to executing the design-build projects. In the event other firms are proposed as being involved in the work, their relationship shall be indicated and their proposed role in the work identified. If a joint venture is proposed, the firms must provide sufficient documentation to clearly indicate the organizational structure, line of authority, legality of the arrangement, and each firms' respective role in conducting the work. Provide firm name, address, and role in this Project.

4. Local Resources: Show proximity of offices to work site. Explain participation of local professional, construction, and supply firms.
5. Firm Point of Contact: Provide the name and title, name of firm, telephone number, facsimile number and email address of the primary representative of the firm that the PBC can contact for additional information.
6. Key Personnel: Provide resumes of all key personnel designated in the organization chart indicating their continued availability for this project and any special qualifications of key personnel executing design-build projects. Include a statement that key personnel identified will be committed to the project. The following information must be included in each resume:

Name.

Role in This Project.

Years Experience. Total years of relevant experience, and years of relevant experience with current firm, but not necessarily the same branch office.

Firm Name and Location. Name, city and state of the firm where the person currently works.

Other Professional Qualifications. Provide information on any other professional qualifications relating to this Project, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

Relevant Projects. Provide information on up to five projects in which the person had a significant and similar role that demonstrates the person's capability relevant to her/his proposed role in this Project.

7. Financial. Attach a financial statement, preferably audited.
8. Other Considerations: Include other information considered pertinent by the firm such as discussions of corporate resources and commitment, Equal Employment Opportunity policy,

Minority Business Enterprise policy, compliance with the US Department of Labor, Davis Bacon Act, Federal Prevailing Wage, compliance with the Substance Abuse Prevention on Public Works Projects Act, labor-management relations, safety records, awards/citations, and statement on design and construction management approaches.

Use this section to provide additional information specifically requested by the RFP or to address selection criteria that are not covered by the information provided. Include a complete, signed copy of Exhibit B, PRESENTATIONS AND CERTIFICATIONS (5 pages), in the Proposal as an attachment. These documents are excluded from the thirty (30) page limitation for the Proposal.

9. Authorized Representative: An authorized representative of the firm must sign and date the completed form. Signing attests that the information provided is current and factual, and that the firm or firms agree to work on the project.

Phase II: The Phase II submittal is to be placed in a separately sealed envelope labeled per instructions with an annotation on the front of the envelope "Two of Two."

1. Compliance with objectives of the project
2. Compliance of proposed services to the request for proposal requirements
3. Quality of products or materials proposed
4. Quality of design parameters
5. Design concepts: A final set of plans and specifications, sealed by a licensed professional will be required for all work but are not required to be submitted in the Proposal
6. Innovation in meeting the scope and performance criteria
7. Constructability of the proposed project
8. Proposed schedule
9. Estimated budget: With a statement verifying a Guaranteed Maximum Price under \$200,000
10. Bid Bond: Phase II design-build proposals shall include a bid bond in such amount and with such surety, conditioned for the faithful performance of the contract. The bid bond should be written on AIA Document A310, Bid Bond, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

Proposal Format

Phase I submittal is to be organized in the manner set forth in Section III. Pages shall be separated into sections and appropriately titled and tabbed. All information and materials provided shall be included under a single cover. Excluding the front cover, the cover letter, and Exhibit B, Phase I must not exceed thirty (30) pages. Nine (9) bound copies of the proposal shall be submitted. The proposal shall be sealed, properly identified, and stapled or bound. Phase II of the proposal shall be separately labeled and sealed.

Phase II must not exceed twenty (20) pages. Illustrations, drawings and forms shall be included within the bound text if no larger than 11" X 17". Larger documents shall be of a consistent size and separately bound and identified. A clearly marked digital copy of the proposal on CD or flash drive is also required. Proposals shall be retained by the PBC and not returned to the firms. The required format is as follows:

- Front Cover
- Cover Letter
- Proposal
 - Phase I
 1. Introduction
 2. Relevant Experience and Past Performance
 3. Organization and Project Management
 4. Local Resources
 5. Firm Point of Contact
 6. Key Personnel
 7. Financial
 8. Other Considerations
 9. Authorized Representative
 - Phase II
 1. Compliance with objectives of the project
 2. Compliance of proposed services to the request for proposal requirements
 3. Quality of products or materials proposed
 4. Quality of design parameters
 5. Design concepts
 6. Innovation in meeting the scope and performance criteria
 7. Constructability of the proposed project
 8. Proposed schedule
 9. Estimated budget
 10. Bid Bond
- Exhibit B

SECTION IV – SELECTION CRITERIA AND PROCEDURES

The Panel will consider, in order of importance and weight, the following selection criteria:

Phase I:

- Relevant Experience and Past Performance: Actual design-build experience similar to that requested in the RFP. Relevant projects and past projects with the PBC completed within the last five years. (20 points)
- Organization and Project Management: Specific experience of the design-build team members in the project type. Experience of the design-build team members working together on the same project. Quality of technical and managerial organization proposed. Management and design approaches to project execution. (20 points).
- Local Resources: Participation of local professional, construction and supply firms. (10 points)
- Key Personnel: Quality of project management and technical individuals proposed for key positions. Experience in the subject building type and a similar role. Special qualifications of key personnel. Commitment and availability of key personnel proposed and named in the organization chart for the duration of the project. (20 points)

- Financial Strength and Stability of Design-Build Team (10 points)
- Other Considerations:
 - Location of Lead Design-Build Firms: Proximity of offices to work site. (5 points)
 - Employment Guidelines: Discussions of corporate resources and commitment, Equal Employment Opportunity policy, Minority Business Enterprise policy, compliance with the US Department of Labor, Davis Bacon Act, Federal Prevailing Wage, compliance with the Substance Abuse Prevention on Public Works Projects Act, labor-management relations, safety records, awards/citations, and statement on design and construction management approaches. (5 points)
 - Other: Any other information that wasn't included in the Proposal that is relevant to the success of the project (10 points)

After the Phase I proposals have been reviewed and scored, a short list of firms will be determined. All firms will be notified by letter of their selection or non-selection within seven (7) days.

The Phase II submittal for each selected firm will be reviewed and scored by the Selection Committee based on the following criteria.

Phase II:

1. Compliance with objectives of the project (15 points)
2. Compliance of proposed services to the request for proposal requirements (10 points)
3. Quality of products or materials proposed (10 points)
4. Quality of design parameters (15 points)
5. Design concepts (10 points)
6. Innovation in meeting the scope and performance criteria (10 points)
7. Constructability of the proposed project (10 points)
8. Proposed schedule (10 points)
9. Estimated budget (10 points)

Selection Procedures

The PBC will appoint a selection committee to evaluate the Proposals received in response to this RFP and to identify a short list of the best qualified firms for further consideration. The short list will be no less than 2 design-build entities and no more than 6 design-build entities. Interviews may or may not be conducted. The PBC will initiate negotiations with the firm considered to be the most highly qualified by the selection committee to determine the final scope of services, to determine the cost and to execute a Contract. If a Contract cannot be reached with the selected firm, negotiations will be terminated and discussions will be initiated with the second ranked firm. This process will continue until a Contract can be executed.

Submittal Acceptance/Rejection:

This RFP does not obligate the Public Building Commission to award a Contract to any firm, nor to pay any cost incurred in the preparation of any Proposal submitted in response to this RFP. The PBC reserves the right to reject any and all submittals, to waive any informality in submittals, or to accept a submittal which best services the interests of the PBC. The PBC reserves the right to cancel this RFP at any time during the solicitation, short-listing process or interviews. The Proposals shall become the property of the PBC, without compensation to the responding firms for disposition and usage by the PBC at its discretion. All information submitted is considered public information.



Exhibit A

MidAmerica Airport Physical Improvements



SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND ST. CLAIR COUNTY, ILLINOIS UNDER THE AMERICANS WITH DISABILITIES ACT

DATE: December 15, 2011

ATTACHMENT I: Modifications to Newly Constructed Facilities

Item #	Access Issue	Due Date	Status
2.	MidAmerica Airport Terminal, 9768 Airport Boulevard, Mascoutah		
2-4.	Men's Toilet Room - 1st Floor		
2-4.b.	The urinal is inaccessible because the rim is 17-1/2 inches high. Provide a urinal with an elongated rim mounted 17 inches or less above the finished floor, a clear floor space of at least 30 inches wide and 48 inches deep centered on the urinal, and a flush control height of 44 inches or less above the finished floor. Standards §§ 4.1.3(11), 4.22.5, 4.18.2, 4.18.3, 4.18.4.	5/11/2011	Requesting Extension
2-4.c.	The designated accessible toilet is inaccessible because the door is directly in front of the toilet. Provide clear floor space at the toilet that complies with Fig. 30. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, Fig. 30.	5/11/2011	Requesting Extension
2-4.d.	The toilet paper dispenser in the designated accessible stall is inaccessible because it is mounted 47 inches from the rear wall. Provide a toilet paper dispenser that is mounted with its top at least 1½ inches under the side grab bar and 36 inches or less from the rear wall and is centered at least 19 inches above the finished floor. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, Fig. 30(d).	5/11/2011	Requesting Extension
2-5.	Women's Toilet Room - 1st Floor		
2-5.b.	Although there are 6 toilet stalls, there is no ambulatory stall provided	5/11/2011	Requesting Extension

	Provide at least one stall that is exactly 36 inches wide with a toilet centerline 18 inches from each wall or partition, an outward swinging, self-closing door, parallel grab bars complying with Fig. 30(d), and a toilet complying with Standards § 4.16. Standards §§ 4.1.3(11), 4.16, 4.22.4, 4.26, Fig. 30(d).		
2-5.c.	The side grab bar at the designated accessible toilet is inaccessible because it is obstructed by the waste can. Provide a side grab bar that has at least 1½ inches between the grab bar and any object beside or below it and at least 18 inches between the grab bar and any object above it. Standards §§ 4.1.3(11), 4.22.4, 4.17.6, 4.26.2, Fig. 39.	5/11/2011	Requesting Extension
2-7.	Elevator at Main Entrance. The elevator is inaccessible because the lobby hall call button is centered 41-1/2 inches high. Provide hall (lobby) call buttons with visual signals indicating when each call is registered and when each call is answered. Ensure that the call buttons are centered at 42 inches above the finished floor, a minimum of ¾ inch in the smallest dimension, with the button designating the up direction on top; that the call buttons are raised or flush; and that objects mounted beneath hall call buttons do not project into the elevator lobby more than 4 inches. Standards §§ 4.1.3(5), 4.10.3, Fig. 20.	5/11/2011	Requesting Extension
2-8.	Women's Toilet Room - 2nd Floor, Gates 1 and 2		
2-8.b.	The designated accessible toilet is inaccessible because its centerline is 19 inches from the side wall. Provide a toilet with its centerline 18 inches from the near side wall. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, Fig. 30.	5/11/2011	Requesting Extension
2-13.	Men's Toilet Room - 2nd Floor, Gates 3 and 4		
2-13.d.	The urinal is inaccessible because the rim is 17-1/2 inches high. Provide a urinal with an elongated rim mounted 17 inches or less above the finished floor, a clear floor space of at least 30 inches wide and 48 inches deep centered on the urinal, and a flush control height of 44 inches or less above the finished floor. Standards §§ 4.1.3(11), 4.22.5, 4.18.2, 4.18.3, 4.18.4.	5/11/2011	Requesting Extension
7.	U.S. Customs and Border Protection., 9768 Airport Blvd., Mascoutah		
7-1.	Parking Lot		
7-1.a.	The parking reserved for persons with disabilities is inaccessible because it lacks appropriate van accessible vertical signage.	11/11/2010	Complete

	At all spaces designated as reserved for persons with disabilities, provide vertical signs with the International Symbol of Accessibility located such that they cannot be obstructed by vehicles parked in the spaces. At van accessible spaces, provide an additional “Van-Accessible” sign located below the International Symbol of Accessibility. Standards §§ 4.1.2(5), 4.6.4, 4.30.7(1).		
7-1.b.	The parking reserved for persons with disabilities is inaccessible because the parking space has a cross slope of 5.4% and the access aisle has a slope of 2.5% and a cross slope of 4.1%. Provide designated accessible parking spaces and access aisles that are flat and level, with slopes and cross-slopes not exceeding 2% in all directions, with surfaces that are firm, stable, and slip-resistant. Standards §§ 4.1.2(5), 4.3.6, 4.5.1, 4.6.3.	5/11/2012	
7-2.	Exterior Entrance Ramp. The ramp is inaccessible because the landing at the change in direction is 44 inches wide, no accessible handrails are provided, and there is inadequate edge protection. Provide a ramp that is at least 36 inches wide with a slope not exceeding 8.33% and a cross slope not exceeding 2%; with level landings at least as wide as the ramp and 60 inches long at the top and bottom of the ramp; with level landings measuring at least 60 inches by 60 inches when the ramp changes direction; with no level changes in excess of ½ inch vertically and no level changes greater than ¼ inch vertically unless they are beveled with a slope no greater than 50%; and with edge protection that is at least 2 inches high at the drop off sides. Provide handrails that are between 1¼ inches and 1½ inches in diameter such that the inside handrail is continuous and both handrails have a continuous gripping surface along both sides of the ramp extending at least 12 inches beyond the top and bottom of the ramp parallel with the ground surface; the handrails do not rotate within their fittings; and both handrails are mounted between 34 inches and 38 inches above the ramp surface and 1½ inches from the wall, with ends rounded or returned smoothly to the floor, wall, or post. Ensure that the ramp and approaches are designed so that water will not accumulate on walking surfaces. Standards §§ 4.1.2(1), 4.1.2(2), 4.3.8, 4.8.	5/11/2012	
8.	Maintenance Building, 9768 Airport Boulevard, Mascoutah		
8-1.	Parking Lot		
8-1.a.	The parking reserved for persons with disabilities is inaccessible because it lacks vertical signage. At all spaces designated as reserved for persons with disabilities, provide vertical signs with the International Symbol of Accessibility located such that they cannot be obstructed by vehicles parked in the spaces. At van accessible spaces, provide an additional “Van-Accessible” sign located below the International Symbol of Accessibility. Standards §§ 4.1.2(5), 4.6.4, 4.30.7(1).	11/11/2010	Requesting Extension

8-1.b.	<p>The parking reserved for persons with disabilities is inaccessible because it has a slope of 4.4% and the access aisle has a slope of 3.2%.</p> <p>Provide designated accessible parking spaces and access aisles that are flat and level, with slopes and cross-slopes not exceeding 2% in all directions, with surfaces that are firm, stable, and slip-resistant. Standards §§ 4.1.2(5), 4.3.6, 4.5.1, 4.6.3.</p>	5/11/2012	
8-2.	<p>Sidewalk to Entrance. The sidewalk is inaccessible because it has a slope of up to 9.1% and has no ramp features.</p> <p>Provide at least one accessible route to each area, feature, or element described. The accessible route must have a minimum clear width of 36 inches, or a minimum clear width of 42 inches if there is a turn around an obstruction less than 48 inches wide; have passing spaces at least 60 inches by 60 inches at least every 200 feet; have a minimum clear headroom of 80 inches; have a surface that is firm, stable, and slip resistant; have, in the absence of a curb ramp, ramp, elevator, or platform lift, no level changes in excess of ½ inch vertically; have no level changes greater than ¼ inch vertically unless they are beveled with a slope no greater than 50%; and have a running slope no greater than 5% (or have been constructed as a fully accessible ramp) and a cross slope no greater than 2%. Standards §§ 4.1.3(1), 4.3, 4.5, Fig. 7.</p>	5/11/2012	
8-4.	Men's Locker Room		
8-4.c.	<p>The lavatory is inaccessible because the top of the rim or counter is 34½ inches high.</p> <p>Provide a lavatory with the top of its rim or counter 34 inches or less above the finished floor; the bottom edge of the apron at least 29 inches above the finished floor; and knee and toe clearances that comply with Fig. 31. Standards §§ 4.1.3(11), 4.22.6, 4.19.2, Fig. 31.</p>	5/11/2011	Requesting Extension
9.	ARFF Building, 9768 Airport Blvd, Mascoutah		
9-1.	Single-User Toilet Room 130		
9-1.a.	<p>The toilet room sign is mounted on the hinge side of the door and has no raised or Braille characters.</p> <p>Provide a toilet or locker room sign with raised and Braille characters mounted on the wall adjacent to the latch side of the door with the centerline of the sign 60 inches above the finished floor and situated such that a person can approach within 3 inches of the sign without encountering an obstruction or standing within a door swing. If there is no wall space on the latch side of the door, place signs on the nearest adjacent wall. Standards §§ 4.1.2(7)(d), 4.1.6(1)(b), 4.30.1, 4.30.4, 4.30.5, 4.30.6.</p>	11/11/2010	Requesting Extension

9-1.b.	The door is inaccessible because it requires 12 pounds of force to open. Provide a door that requires no more than 5 pounds of force to open. Standards §§ 4.1.3(7), 4.13.11(2)(b).	11/11/2010	Requesting Extension
9-1.c.	Although an audible alarm is provided in this facility, there is no visual alarm appliance in the toilet room. Provide a visual alarm appliance in the toilet room. Standards §§ 4.1.3(14), 4.28.1, 4.28.3.	11/11/2011	Requesting Extension
9-1.d.	The toilet paper dispenser is inaccessible because it is mounted 17½ inches high and 48 inches from the rear wall. Provide a toilet paper dispenser that is mounted within reach, with its top at least 1½ inches under the side grab bar, and centered at least 19 inches above the finished floor. Standards §§ 4.1.3(11), 4.22.4, 4.16.6, Fig. 29(b).	5/11/2011	Requesting Extension
9-1.e.	The rear grab bar at the toilet is inaccessible because it is 24 inches long. Provide a rear grab bar that is at least 36 inches in overall length with the closer end no more than 6 inches from the side wall. Standards §§ 4.1.3(11), 4.22.4, 4.16.4, Fig. 29.	5/11/2011	Requesting Extension
9-2.	Women's Locker Room, 1st Floor		
9-2.a.	The locker room sign is not mounted 60 inches high and has no raised or Braille characters. Provide a toilet or locker room sign with raised and Braille characters mounted on the wall adjacent to the latch side of the door with the centerline of the sign 60 inches above the finished floor and situated such that a person can approach within 3 inches of the sign without encountering an obstruction or standing within a door swing. If there is no wall space on the latch side of the door, place signs on the nearest adjacent wall. Standards §§ 4.1.2(7)(d), 4.1.6(1)(b), 4.30.1, 4.30.4, 4.30.5, 4.30.6.	11/11/2010	Requesting Extension
9-2.b.	Although an audible alarm is provided in this facility, there is no visual alarm appliance in the locker room. Provide a visual alarm appliance in the toilet room. Standards §§ 4.1.3(14), 4.28.1, 4.28.3.	11/11/2011	Requesting Extension
9-2.d.	There is no accessible toilet stall provided.	11/11/2011	Requesting Extension

	Provide a “standard” accessible toilet stall at least 60 inches wide and at least 59 inches deep (or at least 56 inches deep with a wall-mounted toilet) such that all of the stall’s elements, including stall door, stall door hardware, water closet, size and arrangement, toe clearances, grab bars, controls, and dispensers, comply with the Standards. Standards §§ 4.1.3(11), 4.22.4, 4.22.7, 4.13, 4.16, 4.17, 4.26, 4.27, Fig. 30.		
9-2.e.	<p>There is no accessible shower provided.</p> <p>Provide a shower in this room that is exactly 36 inches wide and 36 inches deep with an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall, with a 48 inch long and 36 inch wide clear floor space alongside the shower opening which extends 12 inches beyond the shower wall on which the seat is mounted, enabling a parallel approach (Fig. 35(a)), and with a curb no greater than ½ inch OR a shower that is at least 30 inches deep and 60 inches wide with no curb or threshold and with a 36 inch deep and 60 inch wide clear floor space at the shower opening (Fig. 35(b)). Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards and with Figs. 35, 36, and 37, as applicable. Standards §§ 4.1.3(11), 4.21, Figs. 35, 36, 37.</p>	11/11/2011	Requesting Extension
9-2.f.	<p>The bench is inaccessible because it is 9½ inches deep and it is not attached to the wall.</p> <p>Provide a 24 inch by 48 inch bench fixed to the wall along the bench’s longer dimension. Ensure that the bench has sufficient structural strength and is mounted with its surface between 17 inches and 19 inches above the finished floor. Provide clear floor space alongside the bench to allow a person using a wheelchair to make a parallel transfer onto the bench. Standards §§ 4.1.3(21), 4.35.4, 4.26.3.</p>	11/11/2011	Requesting Extension
9-2.g.	<p>There is no accessible locker provided.</p> <p>Provide at least one accessible locker with accessible controls, reach ranges, storage space, and clear floor space. Standards §§ 4.1.3(12)(a), 4.2.5, 4.2.6, 4.25, 4.27.</p>	11/11/2011	Requesting Extension
9-3.	Men's Locker Room, 1st Floor		
9-3.a.	<p>The locker room sign is not mounted 60 inches high and has no raised or Braille characters.</p> <p>Provide a toilet or locker room sign with raised and Braille characters mounted on the wall adjacent to the latch side of the door with the centerline of the sign 60 inches above the finished floor and situated such that a person can approach within 3 inches of the sign without encountering an obstruction or standing within a door swing. If there is no wall space on the latch side of the door, place signs on the nearest adjacent wall. Standards §§ 4.1.2(7)(d), 4.1.6(1)(b), 4.30.1, 4.30.4, 4.30.5, 4.30.6.</p>	11/11/2010	Requesting Extension

9-3.b.	<p>Although an audible alarm is provided in this facility, there is no visual alarm appliance in the locker room.</p> <p>Provide a visual alarm appliance in the toilet room. Standards §§ 4.1.3(14), 4.28.1, 4.28.3.</p>	11/11/2011	Requesting Extension
9-3.c.	<p>The lavatory is inaccessible because the hot water pipes are not insulated or otherwise configured to protect against contact.</p> <p>Provide hot water and drain pipes that are insulated or otherwise configured to protect against contact. Standards §§ 4.1.3(11), 4.22.6, 4.19.4.</p>	11/11/2010	Complete
9-3.d.	<p>The urinal is inaccessible because the rim is 21½ inches high and the flush control is 49 inches high.</p> <p>Provide a urinal with an elongated rim mounted 17 inches or less above the finished floor, a clear floor space of at least 30 inches wide and 48 inches deep centered on the urinal, and a flush control height of 44 inches or less above the finished floor. Standards §§ 4.1.3(11), 4.22.5, 4.18.2, 4.18.3, 4.18.4.</p>	11/11/2010	Requesting Extension
9-3.e.	<p>There is no accessible toilet stall provided.</p> <p>Provide a “standard” accessible toilet stall at least 60 inches wide and at least 59 inches deep (or at least 56 inches deep with a wall-mounted toilet) such that all of the stall’s elements, including stall door, stall door hardware, water closet, size and arrangement, toe clearances, grab bars, controls, and dispensers, comply with the Standards. Standards §§ 4.1.3(11), 4.22.4, 4.22.7, 4.13, 4.16, 4.17, 4.26, 4.27, Fig. 30.</p>	11/11/2011	Requesting Extension
9-3.f.	<p>There is no accessible shower provided.</p> <p>Provide a shower in this room that is exactly 36 inches wide and 36 inches deep with an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall, with a 48 inch long and 36 inch wide clear floor space alongside the shower opening which extends 12 inches beyond the shower wall on which the seat is mounted, enabling a parallel approach (Fig. 35(a)), and with a curb no greater than ½ inch OR a shower that is at least 30 inches deep and 60 inches wide with no curb or threshold and with a 36 inch deep and 60 inch wide clear floor space at the shower opening (Fig. 35(b)). Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards and with Figs. 35, 36, and 37, as applicable. Standards §§ 4.1.3(11), 4.21, Figs. 35, 36, 37.</p>	11/11/2011	Requesting Extension
9-3.g.	<p>The bench is inaccessible because it is 9½ inches deep and it is not attached to the wall.</p>	11/11/2011	Requesting Extension

	Provide a 24 inch by 48 inch bench fixed to the wall along the bench's longer dimension. Ensure that the bench has sufficient structural strength and is mounted with its surface between 17 inches and 19 inches above the finished floor. Provide clear floor space alongside the bench to allow a person using a wheelchair to make a parallel transfer onto the bench. Standards §§ 4.1.3(21), 4.35.4, 4.26.3.		
9-3.h.	There is no accessible locker provided. Provide at least one accessible locker with accessible controls, reach ranges, storage space, and clear floor space. Standards §§ 4.1.3(12)(a), 4.2.5, 4.2.6, 4.25, 4.27.	11/11/2011	Requesting Extension

For the entire Settlement Agreement go to:

http://www.ada.gov/stclare_pca/stclare_sa.htm

EXHIBIT B
REPRESENTATIONS AND CERTIFICATIONS

1. **TERMS**

The titles "Sponsor," "Airport Owner," "Owner," "County," "Director" and "Department" used throughout the Contract documents shall refer to the County of St. Clair, Illinois, the St. Clair County Public Building Commission and MidAmerica St. Louis Airport.

2. **INTERPRETATION**

All requests for interpretations of the RFP shall be in writing addressed by email to Katie Stein at kstein@sittoncgc.com and must be received seven (7) days prior to the date fixed for receipt of Proposals to be given consideration. Any and all interpretations, changes, modifications, additions, and supplemental instructions will be made by addendum to the RFP. All addenda so issued shall become a part of the Contract documents. No addendum will be issued later than seven (7) days prior to the Proposal submission date. Oral interpretations, changes or corrections will not be binding and Firms shall not rely upon such interpretations, changes, or corrections. Each Firm shall ascertain prior to submitting a response to the RFP that all addenda issued have been received and shall acknowledge receipt in the Proposal. Interpretations, changes, modifications, or additions to the Contract documents resulting from pre-submittal inquiries will be published by addenda to all those receiving the RFP.

The PBC appointed representative shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the Work. The PBC appointed representative shall decide all questions which may arise as to the interpretation of the scope of services relating to the work, the fulfillment of the Contract on the part of the Firm, and the rights of the Firm on the project. The PBC appointed representative shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract. IGD is to be a party to any action that affects HUD/CDBG compliance.

3. **CONTRACT**

The Contract includes the Public Notice; the RFP, issued addenda, Representations and Certifications; the final Scope of Services; the signed Notice of Award, the Notice to Proceed; and any Contract documents that are required to complete the work in an acceptable manner, including authorized extensions, all of which constitute one instrument.

The Contract shall contain provisions requiring the contractor or other person, firm or corporation undertaking such work to give bond in such amount and with such surety, conditioned for the faithful performance of the contract as the PBC may determine. HUD requires Payment Bond, Performance Bond, and Certificate of Insurance.

4. **INDEMNIFICATION**

The Firm shall indemnify and save harmless the St. Clair County Illinois, St. Clair County Public Building Commission, MidAmerica St. Louis Airport, St. Clair County Intergovernmental Grants Department, U.S Department of Housing and Urban Development, and their officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person or persons, or property on account of the operations of the Firm; on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable material in

constructing the work; or because of any act of omission, neglect, or misconduct of said Firm; or because of any claim or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order, or decree. Money due the Firm under and by virtue of the Contract retained as may be considered necessary by the PBC for such purpose may be retained for use of the PBC or, in case no money is due, his claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the PBC, except that money due the Firm will not be withheld when the Firm produces satisfactory evidence that he is adequately protected by public liability and property damage insurance. These indemnities shall not be limited by listings of any insurance coverage.

This Contract is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary, or to authorize any one not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the provision of this Contract. The duties, obligations and responsibility of the parties to this Contract with respect to third parties shall remain as imposed by law.

5. INSURANCE REQUIREMENTS (See enclosed Insurance Requirements.)

6. NOTICE TO PROCEED

The Firm shall proceed to furnish services under the Contract after the Notice to Proceed has been given in writing by the PBC.

7. PRECONSTRUCTION MEETING

A meeting will be held prior to beginning of any work. All interested parties will be notified of the date, time and place of this meeting after Contract award. The Firm and subcontractor(s), if any, shall be present at the meeting. At or before the meeting, the firm must submit all HUD/IGD preconstruction documentation pertinent to the project. During the meeting, procedures for executing the Contract will be discussed.

8. BREACH OF CONTRACT TERMS – SANCTIONS

Any violation or breach of the terms of the Contract on the part of the Firm may result in the suspension or termination of the Contract or such other action that may be necessary to enforce the rights of the parties of this Contract.

9. SUSPENSION OF WORK

The PBC, by written notice, may direct the Firm to suspend performance of work for the convenience of the PBC. In such event, the Firm shall cease work within 48 hours of receipt of the notice of suspension or at such later time and date as may be specified by the notice of suspension. Immediately upon receipt of notice of suspension, the Firm shall organize, document, and compile any work completed or in progress, to facilitate future interpretation or resumption of the work. The Firm shall resume all or any part of the work as directed by the PBC within seven (7) calendar days of receiving written notice to resume work. If the period of suspension exceeds 180 calendar days, the Firm shall be entitled to additional compensation for actual documented escalation in the costs of performing the remaining work. Suspension of work does not obligate the PBC to resume work and the Contract may be terminated instead, as specified herein.

10. CHANGE ORDERS

The PBC appointed representative, may at any time, by written order and authorized signatures of the PBC, Contractor, and IGD make changes with the general scope of work. If any such change causes an increase or decrease in the cost or the time required for performance, an equitable adjustment shall be made in the Contract price and Contract shall be modified in writing accordingly.

11. TERMINATION

The PBC appointed representative, , by written seven (7) day notice, may terminate the Contract in whole or in part at any time, because of the failure of the Firm to fulfill Contract obligations. Upon receipt of such notice, the Firm shall: (1) immediately discontinue all service affected (unless the notice directs otherwise), and (2) deliver to the PBC Representative all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Firm in performing this Contract whether completed or in process. Notification of such action will be provided to IGD.

a. If the termination is due to the failure of the Firm to fulfill his Contract obligations, the PBC appointed representative, with written notification to IGD, may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Firm shall be liable to the PBC for any additional cost occasioned to the PBC thereby.

b. If after notice of termination for failure to fulfill Contract obligations, it is determined that the Firm had not so failed, the termination shall be deemed to have been effect for the convenience of PBC.

c. It is hereby understood and agreed that should the Contract be terminated without cause, the Firm shall be entitled to and shall receive a fee based on the amount of work accomplished to the day of notification of termination.

12. SUBLET CONTRACT

Each party binds itself, its partners, successors, executors, administrators, and assigns to the other party of the Contract and to the partners, successors, executors, administrators, and assigns for such other party at all covenants of the Contract. Except as above, neither PBC nor the Firm shall assign, sublet, or transfer its interest in this Contract without the written consent of the other party hereto.

13. SUBCONTRACTING

The Firm shall not subcontract work under the Contract without the approval of the PBC and receipt of required HUD/IGD forms of compliance. Addition of subcontractor(s) without approval may result in termination of the Contract.

14. INSPECTION OF WORK

All work covered by this Contract shall be subject to inspection and acceptance prior to submission of invoice.

16. REPRESENTATION

By submission of a Proposal, the Firm represents that he/she has examined the RFP, all addenda and the scope of services. By submission of a Proposal, the Firm represents that he/she is familiar with all applicable federal, state and local regulations, that he/she understands that compliance is mandatory under the provision of the Contract documents and that he/she is to comply fully.

17. CONFLICT OF INTEREST

The Firm must agree to comply with the provisions (30 ILCS 505/11.1-11.5) of the Illinois Purchasing Act prohibiting conflict of interest. All the terms, conditions and provisions of these provisions apply to this Contract and are made a part of this Contract the same as though they were incorporated and included herein.

18. FELONY CONVICTION

The undersigned hereby certifies that if he/she or the business entity has been convicted of a felony, at least one year has passed since the completion of the sentence as of the date of this Contract.

19. DEBARMENT (10.1 ILL. PURCHASING ACT)

The undersigned firm certifies that it is not barred from being awarded a Contract or subcontract under 10.1 of the Illinois Purchasing Act.

20. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION ACT

The undersigned firm hereby certifies that neither the Firm nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the U. S. Export Act of 1979 or the regulations of the U. S. Department of commerce promulgated under the Act.

21. LEGAL CERTIFICATIONS

1. The undersigned certifies that neither the Firm (he or she) or any of the Firm's principals, PBCs, officers, agents, or employees within five (5) years prior to the date hereof, have ever been a defendant, i.e. charged with discrimination, in any action or legal proceeding, including any proceeding related to or before any Federal Agency, involving matters related to race, color, nationality or religion. If Firm is unable to provide this certification, submit a separate letter setting forth complete details.

2. The undersigned certifies that neither the Firm (he or she) or any of the Firm's principals, PBCs, officers, agents, or employees, within five (5) years prior to the date hereof, have been found guilty in any Court, or by any governmental agency of any violation of any local, County, State or Federal law, statute, rule regulation or order prohibiting discrimination or involving or related to environmental protection, or is currently involved in any proceeding now pending in any Court of any governmental agency, against the firm, the firm's principals, owners, officers, agents or employees on account of any thereof. If firm is unable to provide this certification, submit a separate letter setting forth complete details.

Submitted by:

_____	_____
(Name of Firm)	(Date)
_____	_____
(Signature)	(Typed Name)
_____	_____
(Title)	(Phone)
_____	_____

(Official Address)

(Fax)

(Official Address)

(Email)

St. Clair County
Standard Insurance Certificate Requirements
Revised 05/31/2011

Contractor agrees:

1. To procure and maintain for the life of their agreement, insurance coverage conforming to the minimum requirements stated below, and naming **St. Clair County, IL and The Public Building Commission of St. Clair County, IL** as "Additional Insured" on a **primary / noncontributory basis on the Commercial General Liability and Automobile Liability policies. These policies as well as the workers compensation policies are to be endorsed with a waiver of subrogation in favor of same.**

All policies of insurance shall provide St. Clair County no less than 30 days advance written notice of any material change, cancellation or non-renewal.

All coverages shall be provided by insurance companies authorized to transact business under the law of the State of Illinois, and acceptable to St. Clair County. The insurance companies providing coverage shall have a Best's Policyholder's Rating of "A" or better, and a Financial Rating of not less than "VII."

Contractor shall provide a standard Acord Certificate(s) of Insurance as proof of insurance, and required "Additional Insured" clauses, prior to the commencement any agreement. **Such certificate(s) shall be sent to St. Clair County of IL, and Public Building Commission of St. Clair Co of IL, Attn: Ms. Betty Martz, Human Resource Director, 10 Public Square, Belleville, IL 62220.**

A. Commercial General Liability

Coverage shall be on an occurrence form providing the following coverages:

- Premises/Operations
- Products/Completed Operations
- Contractual Liability
- Independent Contractors
- Broad Form Property Damage
- Fire Legal Liability
- Personal Injury
- Medical Expense

Limits for Commercial General Liability, including personal Injury, shall be no less than \$1,000,000 combined single limit per occurrence and in the aggregate.

B. Automobile Liability

Coverage shall be afforded on all owned, non-owned and hired vehicles whether private passenger or other than private passenger, and shall included Uninsured and Underinsured Motorists. Limits for the Automobile Liability, Uninsured and Underinsured Motorists coverages, shall be no less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.

St. Clair County

Standard Insurance Certificate Requirements

C. Workers Compensation/Employer's Liability

Workers Compensation coverage shall be afforded for all operations conducted under this Agreement as required by the State of Illinois statute. Coverage for Employer's Liability shall be no less than \$500,000 for each accident, \$500,000 disease each employee, and \$500,000 disease each policy limit.

2. These insurance requirements shall be subject to annual review, and may be modified due to changes in Contractor's operations or exposures, or necessitated by changes in legal requirements or insurance industry standard coverages.