



YATES COUNTY LEGISLATURE
417 Liberty Street
Penn Yan, New York 14527
Phone 315-536-5150
Fax 315-536-5166

Leslie Church
Chairwoman

Emilee D. Miller
Clerk

Date: 9/30/22
TO: Professional Aviation and Engineering Consultants
FROM: Emilee D. Miller, Clerk of the Yates County Legislature
RE: RFQ for Penn Yan – Yates County Airport (PEO)

NOTICE

The intent and purpose of this Request for Qualifications (RFQ) is to solicit responses for the selection of Professional Aviation and Engineering Consultants to provide general administration, planning, design, and general capital project support services for various projects at the Penn Yan – Yates County Airport (PEO). Instructions for Submitting Qualifications are available on the County website at www.yatescounty.org and must be received by 2:00 p.m. on October 21, 2022 at the Yates County Legislature; Leslie Church, Chairwoman; 417 Liberty Street; Penn Yan, New York 14527; **ATTENTION:** Airport Aviation and Engineering Consultant – RFQ

Penn Yan - Yates County Airport (PEO) Professional Aviation and Engineering Consultant

Instructions for Submitting Qualifications

I. General:

The intent and purpose of this Request for Qualifications (RFQ) is to solicit responses for the selection of Professional Aviation and Engineering Consultants to provide general administration, planning, design, and general capital project support services for various projects at the Penn Yan – Yates County Airport (PEO) for a five (5) year period. A listing of possible projects to be undertaken during the term of this agreement is included in **Appendix “A”** of this RFQ. This selection will be in compliance with the requirements of FAA Advisory Circular 150/5100-14E together with the requirements listed in this request.

It is the intent of the County of Yates to select aviation and engineering consultants to provide the following types of general services as needed (a more detailed list of specific services is included in **Appendix “B”**):

- IV. Program Management – Includes the preparation of 5-year planning letters, federal and state funding applications and reimbursement requests, project closeout documentation, and all necessary federal and state documents which may be required during the course of each project. This category also includes preparation/review of annual Affirmative Action Report and associated materials. This category also includes processing of and familiarity with Federal and State grant programs as required.
- B. Airport Planning, Programming and Environmental Service – Includes addressing environmental impact assessment reports, noise control plans, SEQR requirements, airport development schedules, project Gantt charts, cost estimates, safety and security, and operational planning. Selected consultant may also be required to participate in public informational hearings related to airport development and planning projects.
- C. Architectural & Engineering Design Services – Includes architectural, civil, structural, mechanical, electrical, and specialized services for the preparation of contract documents for airside, landside, and terminal area facilities in accordance with Federal Aviation Administration and New York State Department of Transportation requirements.
- D. Miscellaneous Architectural and Engineering Services – Provided to the County on an as-needed basis.
- E. Construction Inspection and Administration Services – Includes on-site observation and inspection of the contractor’s work including record keeping in accordance with New York State Department of Transportation and Federal Aviation Administration regulations.
- F. Specialized Services – Provided by the general consultant or on a subcontract basis through the general consultant including soils investigations, laboratory tests, analysis and reports, land surveys and topographical maps, field and/or construction surveys, photo surveys, property maps and updating the airport Geospatial Information System (GIS) and Electronic Airport Layout Plan (eALP).

II. Qualification Requirements:

In order to be considered for selection, your qualifications submittal must include the following:

- A. Name and overall size of your firm.
- B. Location of offices with a description of the size and specific location of the office that will provide the proposed services.
- C. A statement of interest in performing the proposed services to include how your firm serves airport clients.
- D. A statement of qualifications to include recent specialized experience in aviation related projects including planning, environmental, FAR Part 77 studies, land acquisitions, land development, engineering/architectural (i.e. runways, taxiways, aprons, lighting, nav aids, buildings, roads, fuel, etc.) and construction services in accordance with Federal Aviation Administration and New York State Department of Transportation requirements.
- E. A list of a minimum of five (5) references including name, address, e-mail and telephone/fax number. The references should be for municipal airport clients where your firm has provided airport engineering services similar to those requested. Preference should be given to listing references familiar with your experience with the New York Airports District Office of the FAA and the New York State Department of Transportation requirements. Additionally, a list of all other airports presently served
- F. If applicable, the names of sub consultants or associate consultants, or joint venture partner consultants, who would be engaged by your firm including their background, relevant experience, key personnel, location of offices that would provide services, etc. (All as outlined for the prime consultant).
- G. A description of your proposed approach to providing services for Yates County projects. Your description would address such items as projected project staffing, the need for sub consultant support, and the manner in which you would handle federal and state funding processes.
- H. Evidence that your firm has established and implemented an Affirmative Action Program.
- I. A Federal General Service Administration Form SF-330 as a minimum, fully documented; applicable to the scope of the term contract applied for.

III. Qualifications Submission:

Six (6) printed copies of your qualification submission package, and one copy in PDF format on a USB drive, must be received by 2:00 p.m. on October 21, 2022 at the Yates County Legislature; Leslie Church, Chairwoman; 417 Liberty Street; Penn Yan, New York 14527; **ATTENTION:** Airport Aviation and Engineering Consultant – RFQ

Note: Facsimile submissions will not be permitted. Additionally, Yates County reserves the right, at any time to reject any or all submissions of Qualifications, request Qualifications from and select a consultant not previously submitting Qualifications, and/or alter the scope of services, term or the number of consultants selected or completely abandoning the project.

Upon receipt of Qualifications, submittals will be reviewed by the Airport Council. The Council may or may not require interviews with selected Consultants. The Council will recommend a firm for consideration by the County Legislature's Finance Committee, which, following a review that may include an interview by the Committee of the recommended firm, may forward that recommendation for consideration by the full Legislature.

Firms should be willing and able to provide additional information that may be required by the selection committee.

The criteria that will be considered by the selection committee will be the information submitted under items “A” through “I” from the list in the previous section. Your proposal should address as many of these items as practical.

IV. Airport Council Objectives:

It is the Airport Council’s objective to maximize the development of the Penn Yan – Yates County Airport through an Airport Capital Improvement Program (ACIP) that will utilize funds from the FAA’s Airport Improvement Program (AIP) and New York State DOT grant programs. In order to accomplish this goal, the County intends to identify one or more consulting firms to provide Engineering and Planning Services on a continuing basis. Selected consultant(s) will be essential in the overall development and management of the ACIP and the growth and success of the airport’s viability.

V. Scope of Services Required:

This solicitation is for multiple projects of various capacity and areas of proficiency. Your submittal should represent as completely as possible your experience in all areas of airport engineering, planning, and development. If your proposal includes sub-consultants to address any of the requested areas of expertise, please make sure you provide sufficient qualification information regarding these firms so that the review committee can assess the entire proposed team.

VI. Anticipated Project Assignments:

It is anticipated that individual projects will be assigned to the selected consultant through the term of the agreement. A list of proposed / anticipated projects from the current airport capital improvement plan (ACIP) is included in **Appendix “B”**. (ACIP subject to change based on funding and FAA determinations.)

VII. Professional Service Contract:

Once the Finance Committee has made its recommendation, the Yates County Legislature will be asked to authorize a professional service contract. Should a resolution authorizing the contract be approved by the Legislature, the Yates County Attorney will prepare an agreement containing the contractual terms and conditions. During the term of this agreement, services to be provided on specific projects will be submitted to the Yates County Legislature for approval on an individual basis. A contract specific to each project will include schedules of the agreed scope of work and the breakdown of fees. The County reserves the right to employ other consultants at any time, for any project, as it may deem in the public interest and in no way does the fact that the County has entered into agreement with the selected consultant to act as the airport engineering consultant for the term of the agreement require or obligate the County to make use of selected consultant’s services on any project whatsoever.

VIII. Risk Management & Insurance Specifications

Yates County Risk Management and Insurance Specifications for this contract are included in **Appendix “C”**. These specifications will become a part of your contract with Yates

County. It is therefore advisable that you forward a copy of these specifications to your insurance agent to assure that these conditions can be met. Yates County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

IX. Qualifications Review Criteria

Qualifications will be reviewed based on a variety of criteria to include the following:

- A. The education, experience, and expertise of the firm's principals and key employees
- B. The firm's experience, stability and history of performance on airport projects
- C. The firm's understanding of aviation regulations, policies and programs at both the federal and state level, along with past experience in successfully completing projects under these programs.
- D. Availability of adequate design personnel, equipment and resources to perform the required job expeditiously
- E. The names of individuals in the firm who will be assigned to key project responsibilities with particular attention to their qualifications, competence, past performance and office location
- F. The firm's approach to the planning, organizing, and controlling of specific projects and the airport capital improvement program
- G. Financial stability of the firm
- H. Recommendations and opinions of each firm's previous clients
- I. Location of the firm's office actually doing the work
- J. Capability to furnish qualified inspectors for construction inspection
- K. Demonstrated ability to meet schedules, deadlines and responsiveness to client's needs
- L. Capability to complete projects in a timely manner without having major cost escalations or overruns

Appendix A:
Penn Yan – Yates County Airport
Anticipated Capital Projects
Years 2023-2028

The following are projects from the airport capital improvement plan (ACIP*) which, while not an exhaustive list, and the inclusion of which does not imply a commitment to initiate or complete such projects during the term of this agreement, are anticipated to be undertaken by the Penn Yan - Yates County and the Airport Council over the course of the indented term of this agreement for which the Consultant may be requested to provide service:

- Obstruction Removal / Easements
Total Project Cost: \$195,000
- Construct Taxiway B Extension
Total Project Cost: \$300,000
- Airport Snow Removal Equipment acquisition
Total Project Cost: \$400,000
- Terminal Apron Rehabilitation (Design and Construction)
Total Project Cost: \$570,000
- Airfield Weatherization Project (Complete Generator Installation)
Total Project Cost: \$85,000
- Rehabilitate Runway 10-28 (Design and Construction)
Total Project Cost: \$1,600,000
- Deicing Pad Construction
Total Project Cost: \$430,000

Following are services of a more general nature anticipated to be performed during the term of the agreement:

- Provide Airport Planning Services
- Provide Airport Environmental Services as applicable to various projects
- Design and Construction - Airside Pavement Rehabilitation
- Design and Construction - Airport Use Buildings

*ACIP subject to change based on funding and FAA determinations.

Appendix B: Special Services

1. Soil investigations to include core sampling, lab testing and related analysis along with documentation and reports of same
2. Detailed mill, shop and/or laboratory inspections of materials and equipment
3. Land surveys, Field and/or construction surveys, Photogrammetric surveys and Airports Geographic Information System (AGIS) data collection and entry in accordance with FAA Advisory Circular 150/5300-18B
4. Preparation of or updating of the airport layout plan, preparation of property maps and topographical maps
5. Onsite construction inspection and/or management involving the services of a full time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
6. Special environmental studies and analysis
7. Expert witness testimony in litigation involving specific projects
8. Project feasibility studies
9. Public information and community involvement surveys, studies and activities
10. Preparation of record drawings
11. Preparation of necessary applications for local, state and federal grants
12. Preparation of safety management plans, construction phasing plans and quality control plans
13. Preparation of final reports
14. Submission and obtaining necessary approval from the FAA and other Government agencies for special airport events and services as requested.
15. Preparation and submission of monthly reports including AIP and project Gantt chart updates at least 7 days prior to all monthly or special Airport Council meetings.
16. Attendance of Airport Council monthly meetings and as required at special meetings where Engineering Services would be deemed appropriate or necessary.

Appendix C:

Risk Management & Insurance Specifications

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Yates County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by Yates County. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Yates County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Yates County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

Coverage Type	Minimum Limits
<p>Commercial General Liability (CGL) including:</p> <ul style="list-style-type: none"> ➤ Products & completed operations shall not be excluded. ➤ Yates County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. ➤ Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent) 	<p>1,000,000 – 2,000,000 Per occurrence / minimum annual aggregate limit</p>
<p>Automobile Liability (Comprehensive Form) Must cover owned, non-owned, and hired vehicles</p>	<p>1,000,000 Combined Single Limit</p>
<p>Workers' Compensation and Employer's Liability SEE #3 <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.</p>	<p>Statutory amount / 100,000</p>
<p>Disability Insurance SEE #4 <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.</p>	<p>Statutory limits</p>
<p>Professional Liability</p> <ul style="list-style-type: none"> • "Claims made" coverage must be maintained continuously for a minimum of two (2) years after contract termination • Shall not contain restrictions for <ul style="list-style-type: none"> ✓ Contractual liability ✓ Express warranties or guarantees ✓ Personal injury <p>Proof of additional insured coverage shall be evidenced through a carrier issued endorsement.</p>	<p>1,000,000 / 3,000,000 Per occurrence / minimum annual aggregate limit</p>

1. The certificate face shall:
 - indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
 - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to Yates County.
 - Disclose all policy exclusions
 - Disclose the amount of self-insured retention or deductibles.
 - Show Products & completed operation
2. **Proof of Workers' Compensation Coverage must be provided on NYS issued WCB form C-105.2 or U-26.3. Exemption should be provided on CE-200.**
3. **Proof of Disability Coverage must be provided on NYS issued WCB form DB-120.1 or DB820/829 or DB-155. Exemption should be provided on CE-200.**
4. **Proof of either Workers' Compensation Insurance or a NYS Workers' Compensation Board issued waiver of the Workers' Compensation insurance requirement is mandated by state law. There are no exceptions to this law.**
5. The Additional Insured & Certificate Holder should read:

County Of Yates
Attn: Clerk of the Legislature
417 Liberty St
Penn Yan, NY 14527

Part III. Defense and Indemnification

CONTRACTOR agrees, to the fullest extent of the law, that CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by CONTRACTOR or third parties under the direction or control of CONTRACTOR in the performance of CONTRACTOR's obligations under this Agreement. The defense and indemnification obligations required by this paragraph shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

Part IV. Safety

Yates County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Yates County in no way obligates Yates County to inspect the safety practices of the Contractor.

If Yates County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Yates County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Yates County's legal obligation to continuously provide contractor's service to the public or Yates County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Yates County shall have the right to immediately terminate this contract. In the event that Yates County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Yates County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.