

**GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY**  
**STANDARD FORM OF AGREEMENT FOR ENGINEERING SERVICES**

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This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2019 and between the  
Gerald R. Ford International Authority Board, hereinafter referred to as Owner,

Gerald R. Ford International Authority Board

5500 44<sup>th</sup> Street, S.E.

Grand Rapids, Michigan, 49512

and \_\_\_\_\_, hereinafter referred to as the Engineer,

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

for the following Project:

Location:           Gerald R. Ford International Airport

Grand Rapids, Michigan

Description:       \_\_\_\_\_

\_\_\_\_\_

(See Attachment A - Sketch Showing Location of Work Areas.)

Whereas, the Owner desires to engage the Engineer to perform professional architectural and/or engineering services for the described project;

Whereas, the Owner has caused a review to be made of the qualifications of the Engineer and is satisfied the Engineer is competent and qualified;

Whereas, the Engineer is willing and able to accomplish the services provided and set forth hereinafter in this Agreement;

Whereas, the Owner will compensate the Engineer, in accordance with the terms and conditions set forth in this Contract;

Now, therefore, the parties agree to the following:

## **1. – DESCRIPTION OF WORK TO BE DONE**

The services to be furnished by the Engineer to the Owner, as set forth in Attachment B Scope of Work/Services, together with obligations of the Owner, which shall contain information and data, which shall consist of the following described elements. Additional explanations are included in Attachment E Additional Provisions

## **2. – BASIC SERVICES**

### **2.1 – DESIGN PHASE**

#### **2.1.1 – Pre-Design Project Conference**

A pre-design conference, called by the Owner, will be held between the Owner, the Engineer and their subconsultants, other participants and regulating government agencies as required. This pre-design conference will be held for the express purpose of having the Engineer ascertain, from responsible representatives of each group their individual project requirements affecting the scope of work, budget, design standards and presentation of final plans and documents. The requirements set forth in this pre-design conference will be confirmed in writing by the Engineer to the Owner with copies to each participant.

#### **2.1.2 – Engineering Survey**

The Engineer, with the Owner's concurrence, will determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, utility locations, structural elevations and field testing as may be required to complete the plans and specifications. The Engineer shall review existing engineering data available and confirm utility locations. The Engineer shall use the Owner's designated coordinate grid system for data collection and preparation of contract drawings. Surveys shall be performed by a professional surveyor.

#### **2.1.3 – Detailed Construction Plans and Specifications**

Plans and specifications will be certified by the Engineer for compliance with current regulatory requirements in effect at the time the plans and specifications are prepared. The Engineer will prepare and furnish to the Owner, in paper format, two copies of the final detailed construction plans and specifications for the work described above. This work shall include, but not be limited to, demolition, grading, utilities, storm and sanitary drainage, paving, fencing, landscaping, structures, site electrical, construction phasing, safety and phasing plans, etc. The documents will set forth in sufficient detail for prospective bidders to submit bids/proposals and the successful contractor to construct the project. Plans and specifications will comply with the requirements established in the pre-design conference, if applicable, together with the common practice of design and ethical practices of professional engineers. The Engineer will also furnish review plans at 30%, 60% and 90% design and a statement of probable project cost at 60% and 90%.

The Engineer's responsibility for preparation of construction estimates and/or schematic

drawings during a preliminary Design Phase will be spelled out in Attachment B, Scope of Work/Services.

#### **2.1.4 – Statement of Probable Project Costs**

The Engineer shall prepare and submit to the Owner one copy of a detailed estimate of construction costs based upon the detailed plans and specifications prepared under Article 2.1.3. This Statement of Probable Project Costs prepared by the Engineer represents the Engineer's best judgment as a design professional at the time the estimate is finalized. This estimate will also include the estimated amount for the Engineer's services during the construction phase and an agreed amount for contingencies. It is recognized, however, that neither the Engineer nor the Owner has any control over the cost of labor, materials, or equipment; over the Contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the Engineer cannot and does not guarantee that bids will not vary from any statement of probable project costs or other cost estimates prepared by the Engineer. The Statement of Probable Project Costs shall be updated on a bi-monthly basis during the Design Phase.

#### **2.1.5 – Architectural and Engineering Report**

The Engineer shall prepare and furnish to the Owner one copy of an architectural and/or engineering report which relates to the Owner, other participants and governmental agencies, the fundamental considerations and concepts used in the design of the project. This report shall include the basic design factors regarding local, state and national building codes, FAA requirements, standards and other regulations for architectural, structural, mechanical and electrical disciplines of the various phases of the project during construction and an updated project cost estimate. Deviation in design and construction standards shall be included in the architectural and engineering report.

#### **2.1.6 – Existing Facilities Conditions**

The Engineer shall provide services to investigate existing conditions of the airport facilities and make measurements to verify the general accuracy of the drawings or other information furnished by the Owner.

#### **2.1.7 – Construction Time Schedule**

The Engineer shall prepare for the Owner a detailed estimated time schedule for the construction phase of the project prepared as a network analysis system of the CPM type for planning, control and scheduling of work performed. This estimated time schedule of construction will be presented by the Engineer to the Owner in the 30%, 60% and 90% design review submittals establishing the estimated construction duration. The Engineer shall furnish one copy of the estimated time schedule to the Owner. However, it is recognized that neither the Engineer nor the Owner has absolute control over the means and methods that the Contractor uses to execute the project.

#### **2.1.8 – Preparation of Bidding Information and Award of Bid**

The Engineer shall assist in the preparation of the necessary bidding information, bidding forms, Conditions of the Contract for Construction and the forms of Agreement between the Owner and Contractor. The Engineer will provide services for the recording of bids, provide a bid tabulation and the disbursement of information before and after the bid process. The Engineer

will assist in the review of the Contractor bid submittals, bonds and insurances for compliance and accuracy and make a recommendation of award to the Owner of the construction contract of the best qualified Contractor. The Engineer shall assist the Owner in issuing the Notice of Award and Notice to Proceed.

## **2.2 – CONSTRUCTION PHASE**

### **2.2.1 - Construction Phase Duration**

The Construction Phase shall commence with the award of the Contract for Construction and, together with the Engineer's obligation to provide Basic Services under the Agreement, will terminate when final payment to the Contractor is due and in the absence of a Certificate for Final Payment or of such due date, the construction phase shall terminate one hundred twenty (120) days after the Date of Substantial Completion of the Work, whichever occurs first.

### **2.2.2 – Duties of the Engineer During the Construction Phase**

**2.2.2.1** The Engineer shall be a representative of the Owner during the construction phase and be responsible for observation, inspection and administration services to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in conformity with the intent of the contract documents. The services shall include aiding the Owner by acting as the liaison between the Contractor and Owner and project coordinator with the FAA and MDOT Aero, as required.

**2.2.2.2** The Engineer shall visit the project site on a daily basis or as defined in the scope of work to become familiar with the progress of the Work and to determine if the Work is proceeding in accordance with the contract documents. The Engineer shall be required to make daily observations and inspections at the project site to check and document the quality and quantity of the work. The Engineer shall document all observations and promptly report major discrepancies to the Owner. On the basis of such observations and inspections, the Engineer shall keep the Owner informed of the progress and quality of the work and shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor. The Engineer shall prepare daily or weekly reports as required for projects receiving grant funding.

**2.2.2.3** The Engineer shall not have control or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, subcontractors, suppliers, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents.

**2.2.2.4** The Engineer shall be the interpreter of the requirements of the contract documents and the impartial judge of the performance of the Contractor. The Engineer shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on claims, disputes and other matters in questions between the Owner and Contractor relating to execution or

progress of the work or interpretation of the contract documents. However, the Engineer shall not be required to, and will not render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

**2.2.2.5** The Engineer shall prepare design revisions for the Owner's review and approval. As required, the Engineer shall prepare change order documents and make recommendations concerning the change order pricing and time extensions and provide justification for the Owner's review and approval. The Engineer shall have authority to order minor changes in the work not involving an adjustment in the contract price or extension of the contract time which is not inconsistent with the intent of the contract documents, provided the Engineer promptly informs the Owner of such changes.

**2.2.2.6** The Engineer shall prepare and maintain accurate written daily inspection reports noting construction progress and Contractor time expended on the project throughout the life of the contract. Copies of the written reports shall be kept in the Engineer's office for review of the Owner. The written reports shall document the activities on the project site, provide an estimate of the number of Contractor's personnel and equipment on the project site, weather conditions, major material and equipment deliveries, major construction starts and completions, etc.

**2.2.2.7** When state or federal wage rates are defined for a project, the Engineer shall review certified payroll documents submitted by the contractor and verify contract requirements for wage rates are being fulfilled.

### **2.2.3 – Sufficient Personnel and Inspection Equipment**

The Engineer will furnish sufficient personnel, field equipment and subconsultant services necessary to provide for the observations, inspections and management of construction phase work and project controls as required for the project.

### **2.2.4 – Pre-Construction Conference**

A pre-construction conference shall be held between the Owner, other participants, regulatory and governmental agencies, the Contractor(s) and the Engineer. This pre-construction conference shall be held for the Contractor, Owner, and Engineer to review the requirements of the contract requirements and participating/regulatory governmental units, to develop construction schedules, and to coordinate construction. The Engineer, with assistance of the Owner, shall prepare the agenda for the meeting and distribute meeting minutes.

### **2.2.5 – General Information and Coordination**

The Engineer shall provide information and coordination to the Owner and Contractor as to the understanding of the plans and specifications. The Engineer shall not guarantee the performance of the Contractor but shall written reports to the Owner of any work and materials which, in the opinion of the Engineer, do not meet the requirements of the plans and specifications. The Engineer shall not be responsible for any acts of the Contractor whatsoever but will only recommend payment for work performed by the Contractor that meets the requirements of the plans and specifications.

### **2.2.6 – Instructions, Orders and Rejection of Work**

The Engineer shall recommend to the Owner rejection of the work which does not conform to the contract documents. All important instructions, irregularities, orders, rejection of work, etc. shall be transmitted to the Contractor in writing. A copy of this document shall be forwarded immediately to the Owner. In order not to delay the execution of the work, an oral instruction may be given to the Contractor, with the instructions confirmed in writing no later than the next day.

### **2.2.7 – Materials Testing**

The Engineer shall provide their own in-house testing services or subcontract with a certified materials testing firm to provide laboratory and onsite testing of earthwork, asphalt paving, concrete reinforcement, cast-in-place concrete, precast concrete, mortar, concrete masonry units, painting, structural steel, concrete sealers and other applicable materials of construction. The Engineer shall review and approve material testing reports submitted by the material testing firm to determine if test reports meet the requirements of the drawings and specifications and will maintain one set of the material testing reports for the Owner's file.

### **2.2.8 – Shop Drawings, Product Data and Samples**

The Engineer shall review the Contractor's submittals, such as shop drawings, catalog cuts, material certifications, product data and samples, to determine compliance with the contract documents. The Engineer's review of the shop drawings, product data and samples is to determine if the Contractor's submittals appear to be in general conformance with the design concept set forth in the construction documents prepared by the Engineer. It is understood that the Engineer's review shall not be considered to be complete in every detail or exhaustive. Such reviews shall not relieve any Contractor, Subcontractor, manufacturer, supplier, fabricator, vendor, consultant or other third party from the responsibility for any deficiencies which may exist or any departures or deviations from the requirements of the construction documents or for the responsibility to coordinate the work or portion of work of one trade with another. The Engineer's review of a specific item shall not constitute approval of an assembly of which the item is a component and the Engineer's review of a sample or samples shall not constitute an approval of that item as delivered and installed if not in conformance with such sample.

### **2.2.9 – Substantial Completion and Final Completion**

Based on site inspections, the Engineer shall advise the Owner of its determination of the dates of substantial and final completion and Owner shall make final determination of such completions. The Engineer shall assist the Owner in issuing the Certificate of Substantial Completion.

### **2.2.10 – Project Record Documents**

The Engineer shall require the Contractor to maintain on the construction site one complete set of contract record documents amended by "red line" inclusion. The "red line" plans shall show all major adjustments to the contract drawings including adjustments to buried cable, conduits, pipe, fuel tanks, storm and sewage systems, and modifications to all architectural, structural, mechanical and electrical systems for the existing and new Terminal buildings. The utilities shall be witnessed by dimensions. In general, the record drawings and specifications must be marked up to show actual installation where installation varies from that originally shown. The Engineer shall make the corrections to the electronic drawing files and specification documents,

and after Owner review and approval, provide the Owner with one full and one reduced size paper copy of the drawings, as well as, one set of electronic disks, including PDF and AutoCAD formats, of the record drawings. The Engineer must not transfer or assign the task of making the revisions to the record drawings to the Contractor. The Engineer shall note on each drawing in the title block that each sheet is a record drawing. The Engineer's record document title block shall not be altered in any way from the original contract drawings.

#### **2.2.11 – Operation and Maintenance Manuals:**

The Engineer shall secure from the Contractor copies of equipment operation and maintenance manuals. The Engineer shall collect the available manuals and organize the material in an orderly manner in three ring, slant "D" binders. Major training presentations by the Contractor, Subcontractor or equipment vendors shall be electronically recorded and copies of the presentation provided to the Owner.

#### **2.2.12 – Warranties and Guarantees**

The Engineer shall secure from the Contractor copies of all one year warranties and guarantees and warranties and guarantees that extend the standard one year warranty period. The Engineer shall collect the executed warranties and organize the material in an orderly manner in three ring, slant "D" binders and distribute two copies to the Owner and one copy on CD.

### **3. – OWNER'S RESPONSIBILITIES**

#### **3.1 – Owner's Representative**

The Owner may designate a representative authorized to act in the Owner's behalf with respect to the project. The Owner or such authorized representative shall examine the documents submitted by the Engineer and shall render decisions and approvals pertaining, thereto, promptly, to avoid unreasonable delay in the progress of the Engineer's services.

#### **3.2 – Owner Responses**

The Owner shall promptly furnish the information and responses as required under the Contract Documents and shall render decisions as expeditiously as necessary for the progress of the Engineer's services and work.

#### **3.3 – Obligations of the Owner to the Engineer – Existing Data**

When requested by the Engineer, one copy of all existing data applicable to this project and in the possession of the Owner shall be furnished at no cost to the Engineer. Existing data will include but not be restricted to the following:

- Plans and other documents
- Record (as-constructed) plans, if available.
- Pavement design data.
- Soil borings, analysis, and classification.
- Topographic notes and maps.
- Zoning maps.
- Property maps, including fee ownership and easements, and land descriptions.
- Aerial photography, prints, topographic maps, etc.

### **3.4 – Obligations of the Owner to the Engineer – Bidding Phase**

The Owner shall furnish, at no cost to the Engineer, standard contract documents for bidders (if required), for use by the Engineer, including but not restricted to the following:

- Advertisement.
- Instructions to Bidders.
- Summary of Work
- Standard insurance requirements
- Reproducible copies of all standard or existing plans to be incorporated in the contract plans and documents.

## **4. – CONFERENCES AND MEETINGS**

### **4.1. – Conferences and Meetings**

The following conferences and meetings shall be attended by the Engineer and the Owner at the location indicated, normally the Owner's office, for the purpose of coordination, information purposes and review. The Engineer will prepare minutes for each meeting in a format that meets the Owner's requirements and, after review and approval of the Owner, distribute to the attendees and appropriate parties.

**4.1.1 Pre-Design Project Conference:** Reference Article 2.1.1. The preliminary project conference will be called by the Owner and held at the Owner's office.

**4.1.2 Monthly Progress Meetings:** Monthly meetings, or as required, shall be held at the office of the Owner during the design phase and attended by the Engineer to apprise the Owner of progress, to resolve any problems, to answer questions, and for general coordination. The Engineer shall provide written minutes of the meeting noting status of each item and any action items required to complete the item.

**4.1.3 Owner and Governmental Review Meeting:** Upon completion by the Engineer of final plans, specifications, cost estimates, and engineering reports, the Engineer shall submit copies to the participating governmental agencies for approvals as required. After reasonable time for review by the Owner and participating governmental agencies, a meeting, called by the Owner, may be held to review final plans with the Owner and participating governmental agencies at the project site.

**4.1.4 Construction Time Schedule Meeting:** Upon determination of the estimated construction time schedule, a conference will be called by the Owner to review the schedule and held at a location designated by the Owner.

**4.1.5 Construction Pre-Bid Meeting:** Upon advertising the project for bids, the Engineer and the Owner shall hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders. Normally, tours of the construction site will be made. Any addendum information necessary will be issued in a timely manner by the Engineer.

**4.1.6 Contractor Bid Review Meeting:** Upon receipt of the Contractor's bids, the Engineer and the Owner shall hold a meeting to review the bid tabulation, bonds and insurances. The Engineer shall submit their review comments of the Contractor's bid submittals, bonds and insurances for compliance accuracy to the contract documents. In addition, any bids over the statement of probable project cost by ten (10) percent or more will be sufficiently justified in writing by the Engineer before proceeding with award or recommended for rejection.

## **5. – PAYMENT**

### **5.1 – Direct Personnel Expenses**

Direct personnel expense is defined as the direct salaries of all the Engineer's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory or customary employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

### **5.2 – Direct Reimbursable Expenses**

Reimbursable expenses are in addition to the direct personnel expenses and include actual expenditures made by the Engineer and the Engineer's employees and consultants in the interest of the project for the expenses listed as follows:

- 5.2.1** Expense of transportation in connection with the project including air travel and automobile mileage, living expenses in connection with out of town travel, long distance communications, telefacsimilies, fees paid for securing approval of authorities having jurisdiction over the project validations and tolls.
- 5.2.2** Expense of reproductions, postage and handling of the drawings, schedules, specifications and other documents, including computer plotting and photographic production techniques and photography expenses
- 5.2.3** Expense of supplies, graphic art materials, maps and similar documents.
- 5.2.4** Expense of renderings, models and mockups requested by the Owner.
- 5.2.5** Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Engineer and Engineer's consultants.

### **5.3 – Subconsultant Services**

Any services to be provided by subconsultants shall be provided for in a subconsultant agreement, which shall meet the written approval of the Owner. The Engineer shall not add a fixed fee on the costs for subconsultant services. All terms of this agreement must be passed on to all subsubconsultant agreements.

### **5.4 – Design and Construction Fees**

#### **5.4.1 – Phase 1 Engineer Design Fee**

The Engineer shall be paid on a Time-and-Material basis with a Not-To-Exceed fee of \$\_\_\_\_\_. A breakdown of the fee is included as Attachment C.

#### **5.4.2 – Phase 2 Engineer Construction Fee**

The Engineer shall be paid on a Time-and-Material basis with a Not-To-Exceed fee of \$\_\_\_\_\_. (to be negotiated as an Amendment to this Contract, upon completion of design and Engineer’s recommendation of award).

#### **5.4.3 – Fee Consideration**

The fee described above will be considered payment in full by the Owner to the Engineer for all services rendered except as hereinafter provided under Article 6.5 - Changes and Additions to Work and Article 6.6 - Delays and Extensions. Phase 2 Construction may not be needed if it is determined by the Owner to terminate this Contract at the completion of Phase 1 Design.

### **5.5 – Progress Payments**

#### **5.5.1 – Phase 1 Design and Phase 2 Construction Progress Payments**

Progress payments for completed work will be based on the following schedule of payments:

- 5.5.1.1** All charges for services will be due the fifteenth of each month. Approval of the invoice is made the Gerald R. Ford International Authority Board which typically meets the last Wednesday of the month. In the event Phase 1 Design is completed but bids are not received, final payment will be due and payable ninety (90) days after completion of Phase 1 Design.
- 5.5.1.2** The Engineer shall submit monthly invoices for services rendered. Each invoice will be based upon actual time expended and expenses incurred at the time of billing. The Owner will complete a review of such requests and immediately notify the Engineer of any invoice deficiencies.
- 5.5.1.3** The Engineer agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the Engineer receives from the Owner. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the Owner. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

### **6. – MISCELLANEOUS PROVISIONS**

#### **6.1 – Design Standards**

The Engineer shall follow, insofar as applicable and reasonable and as approved by the Owner, current design standards set forth by the Owner and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the Engineer has completed that portion of the work to which a particular standard may apply, and in the event the Engineer is required by the Owner to make revisions to completed work to meet revised standards and certification requirements, the Engineer will be entitled to additional

compensation as provided under Article 6.5 - Changes and Additions to Work.

### **6.2 – Design Standards Developed by the Owner**

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the Owner or other participating governmental agency and required to be incorporated in the final plans and documents will not be the responsibility of the Engineer. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the Owner in the performance of this contract will be the responsibility of the Owner, and not the responsibility of the Engineer, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the Owner, or any elected or appointed officer, employee or agent of the Owner, provided that nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Owner, or any elected or appointed officer, employee or agent of the Owner by statute or court decision.

### **6.3 – Ownership of Documents**

Completed original documents, such as final contract plans, specifications, maps, etc, prepared or obtained by the Engineer, as provided under the terms of this Contract, will be submitted to the Owner in final form. The final form of the originals will be delivered to and become the property of the Owner. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the Engineer as instruments of service but will be made available, upon request, to the Owner without restriction or limitation on their use. In the event any of the above documents are revised by the Owner, the nameplates of the Engineer will be removed and the Owner will assume full responsibility for the reuse of these documents.

### **6.4 – Contract Drawings**

All drawings shall be drawn and provided in the AutoCAD format version operating in Microsoft Windows operating system currently being used by the Owner. No translations from other format versions will be allowed. Electronic documents shall be provided to the Owner upon request. At a minimum, PDF versions of all submittal documents and PDF and AutoCAD versions of bid documents and record drawings shall be provided.

### **6.5 – Changes and Additions to Work**

By mutual acceptance of both the Owner and the Engineer, changes in work from that work described in this Contract, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Contract. Each amendment will describe the revision or addition of work in detail. The associated cost of the revised or additional work will be defined, and an adjustment to the payment schedule (if applicable) contained in this Contract will be provided. Any change to the contract time will also be defined in each amendment. Each amendment must be signed and dated by both the Owner and the Engineer.

### **6.6 – Delays and Extensions**

Changes in the estimated time schedule, as may be required by the Owner or the Engineer, will be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Article 6.5 – Changes and Additions to Work.

### **6.7 – General Compliance with Laws**

Unless otherwise specified, this Contract will be governed by the laws of the principal address of the Owner. The Engineer agrees to comply with all federal, state and local laws applicable to the work.

### **6.8 – Subletting, Assignment and Transfer**

The Owner and the Engineer each binds themselves, their partners, successors, assignees and legal representatives to the other party to this Contract and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Contract. Neither the Owner nor the Engineer will assign, sublet, or transfer their interest in this Contract without the written consent of the other.

### **6.9 – Engineer’s Endorsement**

The Engineer will seal and sign all final plans and specifications furnished to the Owner.

### **6.10 – Insurance**

The Engineer shall maintain worker's compensation and public liability insurance as required by law and shall, upon request, show proof of compliance with this requirement. At a minimum, the Engineer shall obtain and keep in force insurance coverage referenced on Attachment D - Authority Insurance Requirements.

### **6.11 – Indemnification**

The Engineer shall indemnify and hold Owner harmless from and against all liability, claims, loss, costs and expenses arising out of, or resulting from, the negligent acts of Engineer. In the event Owner is liable on account of alleged acts or omissions of the Engineer, the Engineer shall reimburse all costs, fees and expenses of the Owner’s defense, including but not limited to, all attorneys’ fees and expenses, court costs, expert fees and expenses.

## **7. – DISPUTE RESOLUTION**

If any disagreements shall arise among the parties with respect to the performance of this Agreement or its termination. or with respect to any other matter, cause or thing whatsoever not herein otherwise provided for, such disagreement shall be referred to the Chief Executive Officers of the Owner and Engineer, individually, and, if they fail to agree, the disagreement may be decided by alternate forms of dispute resolution, as mutually agreed, or otherwise determined by such remedies of laws as are available to the parties.

## **8. – PROJECT SUSPENSION OR TERMINATION**

**8.1.1** – If the project is suspended or abandoned in whole or in part for more than three months, the Engineer shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due and all termination expenses. If the project is resumed after being suspended for more than three months, the Engineer’s compensation shall be equitably adjusted.

## **9. – ENGINEERS RIGHT TO STOP WORK**

Engineer shall have the right to stop work at any time payments are overdue for forty five (45) days after Owner approval of the invoice.

**10. – ADDITIONAL PROVISIONS**

Any additional provisions required of the Project, including any applicable local, state or federal covenants, are included in Attachment E.

IN WITNESS WHEREOF the parties hereto have fixed their hand this day and date first written above.

**ACCEPTED BY THE OWNER**

Gerald R. Ford International Authority Board

5500 44th Street, S.E.

Grand Rapids, Michigan 49512

BY: \_\_\_\_\_  
Authorized Representative of Owner

.....  
**ACCEPTED BY THE ENGINEER**

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip Code

BY: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Witness

**SCHEDULE OF ATTACHMENTS**

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment E. The preceding is the base contract; no changes may be made to the wordage or numbering without the written approval of the Gerald R. Ford International Authority Board.

**SCHEDULE OF ATTACHMENTS**

- Attachment A Sketch Showing Location Work Areas
- Attachment B Scope of Work/Services
- Attachment C Fee Breakdown
- Attachment D Kent County Insurance Requirements
- Attachment E Additional Provisions

**ATTACHMENT A**

**Sketch Showing Location of Work Areas**

## **ATTACHMENT B**

### **Scope of Work/Services**

Include, at a minimum, the following in the scope of work/services:

Prepare a Scope of Work/Services including a listing of all primary tasks to be performed. Also provide a summary overview of specific services to be provided under each primary task.

The Scope of Work/Services shall also include, at a minimum:

- List of all subconsultants that will assist in the execution of the work.
- A list of the major documents, codes, regulations, etc. to be used/referenced in the development of the design documents.
- Detailed list of all design deliverables and the anticipated date of delivery.
- List of major meetings and anticipated schedule.
- A detailed fee breakdown for Engineer and all subconsultants

Prepare for the Owner a detailed estimated time schedule showing the time required to complete the design phase of the project. The schedule shall be prepared as a network analysis system of the CPM type for planning, control and scheduling of work performed. The schedule shall include bench mark notations for completion of critical phases of the work. This estimated time schedule of design will be presented by the Engineer to the Owner in a meeting after the contract has been awarded and shall establish the estimated design duration.

# **ATTACHMENT C**

## **Fee Breakdown**

## ATTACHMENT D

### GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY INSURANCE REQUIREMENTS

The Consultant shall purchase and maintain, at its sole expense and as long as it is providing services to the Gerald R. Ford International Airport Authority (Authority) the following insurance coverage:

- a. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the Authority, Authority Board and employees, and Kent County as an additional insured for work performed by the Consultant in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate

- b. Automobile – Michigan “no-fault” coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. .

Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person/\$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage
- or**
- A combined single limit of \$1,000,000 per occurrence

- c. Workers’ Compensation and Employer’s Liability – Statutory coverage or proof acceptable to the Authority of approval as a self-insurer by the State of Michigan.

Minimum Limits:

- Workers’ Compensation – statutory
- Employer’s Liability - \$100,000 each accident/\$100,000 disease – each employee
- \$500,000 disease – policy limit

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Consultant or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder.

Minimum Limits:

- \$1,000,000 per claim, \$2,000,000 annual aggregate

Insurance coverage shall cover all claims against the Authority, its officials and employees, arising out of the work performed by the Consultant or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Consultant to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Consultant shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the Authority. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the Authority at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the Department.

The Authority reserves the right to request a complete certified copy of the policies for the above coverages.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the Authority may require other insurance coverage in addition to the coverage's contained herein.

## **ATTACHMENT E**

### **Additional Provisions**

No additional provisions apply to this contract.

