REQUEST FOR QUALIFICATIONS

PRE-DESIGN, DESIGN & ENGINEERING SERVICES (PART 1)
Inbound Baggage Handling System

REQUEST NUMBER: 2616

DUE DATE: December 4, 2026

DUE TIME: 2:00 pm (local)

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INTRODUCTION

The Gerald R. Ford International Airport Authority (GFIAA) is seeking Professional Design & Engineering expertise for an inbound baggage handling system. The firm selected as the consultant for this project must be capable of providing the full range of design and construction phase services for the entire scope of work. Successful design of this project could require the use of specialists in inbound baggage handling systems and phased construction. Consulting firms that possess significant airport project management capability and resources, combined with demonstrated expertise in the performance of inbound baggage and airport improvements, are invited to submit their qualifications in accordance with the criteria specified in the Request for Qualifications (RFQ). Interested respondents must be able to demonstrate successful implementation of projects using alternative project delivery methods.

Project: Design and oversee construction of a baggage handling system for incoming baggage, and supporting space, at the Gerald R. Ford International Airport (GRR).

To obtain the highest quality facility within the required schedule and budget allocations, GFIAA seeks a consulting firm through a 2-part public Qualifications-Based Selection (QBS) process which includes an initial qualifications evaluation followed by short list interviews. Fee negotiation will commence with the selected consulting firm after contract award. This 2-part selection process articulates the GFIAA's goals and provides openness and consistency so that all qualified firms receive fair consideration. The remainder of this Statement of Qualifications (SOQ) identifies specifics regarding the project.

SOLICITATION AND PROJECT SCHEDULE

ACTIVITY	DATE
RFQ Issue Date	December 4, 2026
Question Deadline	November 20, 2026
Submission Due Date	November 25, 2026 at 2 pm
Short-List Determination	December 11, 2026
Professional Interviews	Early December 2026
Firm Selection/Contract Negotiation	Late December 2026/Early January 2027
Airport Board Contract Review*	January/February 2027

*GFIAA Board review and approval of the design contract, and contract execution, is contingent upon receipt of federal funding

VOLUNTARY PRE-SUBMISSION CONFERENCE

CONFERENCE DETAILS	
Conference Date	November 18, 2026
Conference Time (local)	2 pm
Conference Location	International Room 1st floor of the airport terminal building, 5500 44th St. SE, Grand Rapids, MI 49512

Virtual Location	https://teams.microsoft.com/meet/284941272784664?p=vvEZ27GmrCpQxgdm7v Meeting ID: 284 941 272 784 664 Passcode: D7kA9Vu9

The purpose of the voluntary pre-submission meeting is to provide equal opportunity for Respondents to inspect the location, if applicable, and seek clarifications to the solicitation. Respondents shall have fully reviewed all solicitation documents and correspondence prior to the pre-submission meeting. The GFIAA will respond to post pre-submission meeting material inquiries at its sole discretion. Any material response to a post-submission meeting question will be posted on the inquiry page for this solicitation.

Attendees requiring special services are asked to provide their requirements to the GFIAA at least forty-eight (48) hours in advance to allow for accommodations.

SCOPE OF WORK

The GFIAA issues this RFQ in its process to obtain a partner for an inbound baggage system pre-design, design, and construction services.

Background: GRR recently consolidated its split ticketing lobbies into one location on the west side of the Terminal. In accordance with the Master Plan the old east ticketing area will be renovated to support new inbound baggage claim devices (see Exhibit A). The following items are considered as the minimum scope of work to be performed by the consultant. The final scopes of work will be negotiated with the selected consultant and is dependent upon federal project financing. An initial contract for pre-design services is anticipated with design and construction phase services amendments to follow. Pre-design, design, and construction phase services are dependent upon available funds which are subject to federal approval and are not guaranteed at the time of RFQ issuance. Approval of design and construction phase funding is anticipated in separate fiscal years.

- Program Management
  - Project progress reporting;
  - Document control with a collaborative project management system.
- Pre-design Development
  - Review and validation of the 2018 Master Plan data regarding the proposed inbound baggage system, prepared by RS&H as the project basis;
  - Provide drawings and renderings of preliminary and final recommended concepts;
  - Provide a Pre-design Report describing recommended improvements, construction phasing requirements, and estimated project costs;
  - Provide Level of Service (LOS) framework to measure passenger comfort, space provision, density, and wait times in bag claim areas;
  - Review proposed inbound bag drop locations to support airline operations;
  - Review new solutions and automation technologies to improve the handling of inbound bags;
  - Review the necessary support spaces for inbound bag claim devices, operations, and security;
  - Provide as needed environmental services to meet program requirements;
- Phasing
  - Provide recommended phasing and a schedule for implementation of the pre-design concepts;
  - Improvements must be completed while maintaining the current level of service for airport operations.
- Cost Estimates and Contracting
  - Provide estimated costs for pre-design, design, construction, and construction administration services;
  - Provide recommendations as to construction delivery methods.
- Design Development Phase

    - Provide Design Development phase services, though final design to support the selected construction delivery method;
    - Deliver Schematic Design (SD), Design Development (DD), and Construction Documents (CD) for FAA and airport reviews and conduct associated review meetings.
- Construction Phase
    - Provide Construction Phase/Administration services, through project closeout;
    - Provide contract support in accordance with all local, state, and federal requirements including documentation required for federal and state funding for all project phases.
- Close Out
    - Coordinate and verify training and commissioning efforts;
    - Contract close out and post occupancy evaluation;
    - Provide as-built drawings in CAD and PDF format;
    - Coordinate and conduct an eleven-month warranty walk through;

CONTRACTUAL EXPECTATIONS

GFIAA anticipates utilizing the Michigan Department of Transportation (MDOT) Office of Aeronautics standard consultant contract as basis for the consultant contract resulting from this selection. Contract documents will be outlined in part 2 of this selection process which will be issued to short listed firms. Federal regulations related to the use of federal funding will be incorporated into the contract.

Consultants are required to conform to all federal procurement and contract requirements including Disadvantaged Business Enterprise (DBE) firm participation in their submittal including those certified via the Michigan Department of Transportation Michigan Unified Certification Program (MUCP). GFIAA will provide expected DBE participation goals during the contract review process. All responses are required to submit information concerning the DBEs that will participate in the contract.

STATEMENT OF QUALIFICATIONS (SOQ) SPECIFICATIONS

Firms interested in partnering with GFIAA and working to further improve their baggage handling systems are encouraged to submit Statements of Qualifications. Qualifications must be submitted in the format outlined below:

Executive Summary - One (1) page maximum

Provide an overview of your firm's qualifications, relevant experience, and capabilities. Describe how your firm's experience with similar projects will benefit the Authority in the planning, design, and construction oversight of an inbound baggage handling system.

Problem Statement & Management Summary- Four (4) pages maximum

Demonstrate your firm's understanding of the project's scope, objectives, challenges, and key issues. Describe your proposed approach for addressing the project's requirements, including anticipated challenges, potential solutions, and important steps your firm will take to achieve the Authority's project goals and expectations.

Pre-Design Approach – Three (3) pages maximum

Describe your firm's proposed approach to the pre-design phase of the project. Demonstrate your understanding of the Authority's objectives, existing operational requirements, and anticipated project needs related to the inbound baggage handling system. Discuss your approach to identifying project risks and constraints, establishing preliminary project scope, developing cost estimates and schedules, and providing recommendations to support the Authority's decision-making and advancement of the project.

Inbound Baggage Handling System Capabilities – Three (3) pages maximum

Describe your firm's experience in the design, construction, and administration of inbound baggage handling systems. Include examples demonstrating your ability to manage project scope, budgets, quality, and safety standards. The respondent shall demonstrate successful experience managing the construction phase of at least three (3) inbound baggage system projects at small or medium-sized airports within the last six (6) years.

Design and Construction Methods – Three (3) pages maximum

Describe your firm's proposed methods for project coordination, cost and quality control, scheduling, and verification of constructability. Explain your approach to coordinating with the Authority and contractors, including the preparation and review of construction documents and drawings.

Project Staffing - No page limit

Provide an organizational chart identifying all personnel proposed for the project. Clearly identify lines of authority, reporting relationships, and communication responsibilities. Include a brief description of each individual's role, responsibilities, qualifications, and relevant project experience as they relate to this assignment. Identify key personnel and their anticipated involvement throughout the project. Attach resumes for all proposed personnel using the GSA SF-330 format.

Relevant Project Experience – No page limit

Provide information on a minimum of three (3) recently completed projects of similar scope, size, and complexity. At least one project should demonstrate experience comparable in scale to the Authority's project.

For each project, include the following information:

- Project name, location, and owner.
- Description of project scope and services performed.
- Project schedule and completion date.
- Key personnel involved from your firm and the project owner.
- Pre-construction estimate, contractor's initial pricing, and total final cost.
- Number of change orders
- Contractor references, including contact information.

Highlight any project challenges, solutions implemented, and outcomes that demonstrate your firm's ability to successfully deliver comparable projects. The Authority recommends including project data sheets in the GSA SF-330 format. A completed GSA SF-330 Section G shall be included to summarize the example projects identified in this section, with staff member participation indicated for the individuals included in Project Staffing section.

References - One (1) page maximum

Provide a minimum of three (3) professional references for projects or services of similar scope, size, and complexity not mentioned in the Relevant Project Experience section. References should preferably include clients for whom your firm has performed pre-design or construction administration services.

REQUEST FOR PROPOSAL SUBMISSION

Responses may be delivered physically or electronically. To be considered, complete submissions must be received prior to the due date and time specified (local time).

- Hard copy responses can be mailed or otherwise delivered to the address below.

Submission address:

Attn: Marissa Norris, Senior Procurement Specialist

Gerald R Ford International Airport Authority

5500 44th St SE

Grand Rapids, MI 49512

- Electronic responses can be securely uploaded as a single pdf document to:

  https://www.dropbox.com/request/lkdxwka6lutsedqs4b6u

Electronic submissions shall be named with a form or portion of the firm's name as part of the document name.

The firm certifies the response submitted has not been made or prepared in collusion with any other respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other respondent prior to the official opening of this request. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Submissions may be withdrawn by written request only if the request is received on or before the opening date and time.

Submissions not meeting these criterions may be deemed non-responsive.

GFIAA is not liable for any costs incurred by any prospective firm prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

MISCELLANEOUS

It is preferred by GFIAA that the selected firm have previous experience related to the following:

- Inbound baggage handling system design and construction administration experience;
- Similar experience working with local government work teams on the design and construction of a public use facility.
- Airport specific construction experience on airport property including inbound baggage handling systems.
- Project development including short term and construction phasing to facilitate continued operations.

A Project Manager (PM) shall be named by the submitting agency in the SOQ. The SOQ shall include the PM's relevant experience and experience with team members and subconsultant(s) proposed. The PM must participate in the firm's short list interview if selected.

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act (FOIA) and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after staff has evaluated it, or fifteen (15) business days after the opening date, whichever comes first. GFIAA cannot assure that any of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language as confidential is considered automatically invalid and void. GFIAA is subject to FOIA which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

Project fees and expenses will not be part of this SOQ submission. Do NOT provide fees and expenses within this proposal.

Costs for Responding to this RFP – GFIAA will not pay for any information requested in the RFP or any cost incurred in submitting proposals, responding to additional questions, or participating in the interview process.

Rejection of Proposals – GFIAA reserves the right to reject any or all proposals in whole or in part and to waive irregularities in proposals received.

Evaluation, Status Updates, and Award Notification – GFIAA reserves the right to request additional information it may deem necessary after the submissions are received. As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Staff to be assigned to this project must participate in this presentation unless otherwise waived by GFIAA. The presentation will be followed by a question and answer session.

Any errors, omissions or discrepancies in the SOQ discovered by a prospective Respondent shall be brought to the attention of the GFIAA Purchasing Division as soon as possible after discovery. Further, the Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

GFIAA, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to GFIAA. GFIAA, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responses based on the requirements and criterion set forth in this solicitation while reserving the right to weigh specifications and other factors in the award.

Proposer's Communications with Airport Officials and Employees Restricted – GFIAA staff will not be available for project related informational meetings until after the short list of firms has been identified. Persons or entities who intend to respond to the RFQ shall only discuss the RFQ with the designated contact person.

Non-Discrimination - The vendor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The vendor shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.

Project funding will include federal funding sources. All federal regulations related to the use of federal funding, including federal wage rates, must be adhered to under the construction contract resulting from this RFQ. The contract will not be executed until federal funding has been identified for this project.

Disadvantaged Business Enterprise (DBE) - GFIAA encourages and solicits participation of qualified minority and women businesses consistent with the principle of utilizing the most highly qualified and competitive firms. The selected firm will be expected to include DBE participation in the resulting contract at a rate to be determined by the Michigan Department of Transportation.

Signature - Each proposal must be signed by a person authorized to sign contracts on the behalf of the firm. The name of the person signing must be followed by title.

Addendums - Addendums are published on the airport's website. It is the vendor's sole responsibility to monitor the website for addendums and consider accordingly during preparation of this request.

Taxes - GFIAA is tax exempt. A copy of the Tax Certificate of Exemption is available upon request.

Inquiries - For questions regarding submittal requirements, contact Marissa Norris, at mnorris@grr.org. Please note that staff interviews and/or site visits will not be granted until consultants have been invited for final interviews. GFIAA reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing, or not respond to the inquiry at its sole discretion.

QUALIFICATIONS SUBMISSION

All proposals must be submitted in writing and in a sealed envelope or package marked "Statement of Qualifications, RFQ 2616" and include the submitting firm's name. Proposal contents shall be as described in this Request for Qualifications; sales and marketing materials beyond the scope of this request will not be used to determine award of this proposal.

Proposals submitted not meeting these criteria may be deemed nonresponsive. Late, faxed or e-mailed proposals will NOT be considered.

If the proposal is delivered by an express mail carrier or by any other means, it is the vendor's responsibility to ensure delivery to GFIAA. GFIAA is not responsible for deliveries made to any place other than the designated address or for any failure associated with any mode of delivery selected by the respondent.

GFIAA is not responsible for delays caused by any occurrence. The time/date clock located in the GFIAA administrative office lobby shall serve as the official authority to determine lateness of any proposal. Under no circumstances shall proposals delivered after the time specified be considered. The decision to refuse or consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.

EVALUATION MATRIX

Evaluation Criteria	Maximum Points
Executive Summary	5
Problem Statement & Management Summary	10
Pre-Design Approach	35
Inbound Baggage Handling Design Experience	25
Design and Construction Approach	15
Project Staffing	25
Relevant Experience	15
References	10
Interview (Shortlist Firms Only)	40
Total	180

FEDERAL CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [*Contractor | Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor | Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor | Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor | Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor | Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or

advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission

to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor | Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor | Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

3) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and

remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

   In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

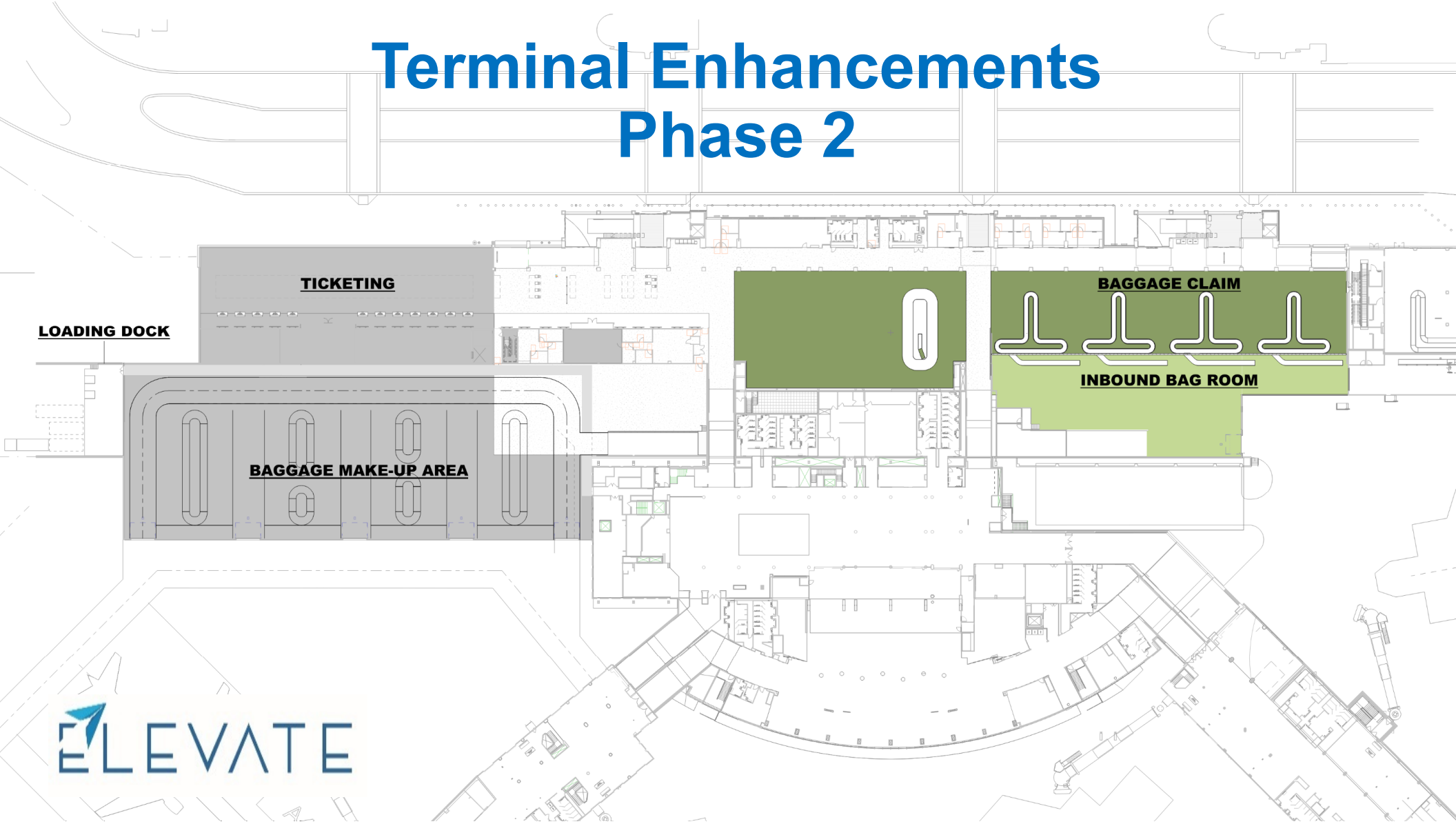
CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

EXHIBIT A - Layout

DRAFT

Terminal Enhancements Phase 2



ELEVATE

GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY

STANDARD FORM OF AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made as of the____day of_____in the year 2023 and between the

Gerald R. Ford International Authority Board, hereinafter referred to as Owner,

Gerald R. Ford International Authority Board

5500 44th 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 preceding 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 contact 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, verify contract requirements for wage rates are being fulfilled, perform regular wage interviews of construction staff as required by state or federal standards, document these review processes, and report findings to airport staff on a quarterly basis, see Attachment F.

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 Contactor, 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 it's 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 that extend the standard one year warranty period. The Engineer shall collect the executed warrantees 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

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 F	Quarterly Construction Wage Interview Report

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.

ATTACHMENT F

Quarterly Construction Wage Interview Report

for Federally Funded Projects

Attention: _____
Project Manager, GFIAA Engineering
Gerald R. Ford International Airport Authority (GFIAA)

Project Number: C - _____

Project Name: _____

Quarter Covered (i.e. Q1 2023): _____

Prime Contractor on Project: _____

As part of our contracted responsibilities for Construction Administration, we have conducted Labor Standards Interviews using General Services Administration (GSA) form SF1445. All quarterly interviews for the above project were conducted on-site using the following criteria:

- One (1) interview with an employee from the prime contractor and all subcontractors working on-site within the first two (2) weeks of starting construction and second round of on-site interviews closer to substantial completion while workers are still on site.
- If the above does not apply, conduct one (1) interview for one (1) person from every contractor and subcontractor company working on-site sometime during the applicable quarter.
- Whenever a new subcontractor begins work on the project.
- Additional interviews when issues or discrepancies arise and should be targeted at the contractor in question.

Check One:

☐ Interview responses have shown compliance with Department of Labor wage rate requirements. No further investigation is necessary.

☐ Interview responses indicate potential non-compliance with Department of Labor wage rate requirements. Further investigation is necessary.

Please attach all completed GSA SF1445 forms

_____
Signature

_____
Name

_____
Company

_____
Date

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION		
	LAST NAME	FIRST NAME	MI
NAME OF PRIME CONTRACTOR			
	STREET ADDRESS		
NAME OF EMPLOYER			
	CITY	STATE	ZIP CODE
SUPERVISOR'S NAME			
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE	

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

	TOOLS YOU USE	
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?		
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE	DATE *(YYMMDD)*

INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(If explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE

SIGNATURE	DATE *(YYMMDD)*