



## **REQUEST FOR QUALIFICATIONS**

Landside On-Call Engineering Services

**REQUEST NUMBER:** 2410

**DUE DATE:** October 24, 2024

**DUE TIME:** 2:00 pm (local)

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## INTRODUCTION

The Gerald R. Ford International Airport Authority (GFIAA) is seeking Statements of Qualifications from interested Professional Architectural firms to act in an on-call basis, providing any combination of preliminary design services, detailed design services, surveying, and construction engineering services for various landside improvements at the Gerald R. Ford International Airport for a period of five years.

It is the intent of the GFIAA to have engineering services available on an on-call basis for projects that require a quick turn-around or are small enough in nature that pursuing the formal Bid process is not justified. The selected firm must demonstrate a capacity to respond on site when necessary. A base contract, including required regulatory contract clauses and provisions for AIP and State funded projects, will be developed, and amendments added as items of work and fee schedules are approved.

The Gerald R. Ford International Airport is the second busiest airport in Michigan, serving business and leisure travelers with nonstop and connecting flights on six airlines. The Ford Airport is managed and operated by the Gerald R. Ford International Airport Authority.

## SOLICITATION AND PROJECT SCHEDULE

ACTIVITY	DATE
RFQ Issue Date	October 8, 2024
Question Deadline	October 17, 2024
Submission Due Date	October 24, 2024 at 2 pm

GFIAA reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum.

## VOLUNTARY ON-SITE CONFERENCE

CONFERENCE DETAILS	
Conference Date	October 15, 2024
Conference Time (local)	10:30 am
Conference Location	International Room B on the 1st floor of the airport terminal building, 5500 44th St. SE, Grand Rapids, MI 49512

A voluntary pre-submission conference is scheduled for this request. Equal opportunity will be provided for all Respondents to ask questions.

Attendees should arrive a minimum of five (5) minutes before the scheduled date and time. Attendees will not be allowed to sign in after the conference has commenced. If a firm representative does not sign in prior to the scheduled pre-submission conference, their firm will not be considered.

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.

## WORK SCOPE

Past and typical projects the Consultant team may be assigned include the following:

1. Assisting the Airport Authority in various investigations and report submittals, including determination of need, preliminary estimates, and a recommended schedule of completion.
2. Preparation of preliminary plans and estimates for various improvements.
3. Preparation of final plans and specifications, final cost estimates, and assistance with bidding various improvements.
4. Construction engineering services, including inspection, contract administration, materials testing, and preparation of as-built drawings.
5. Providing ancillary services such as surveying, geotechnical, or materials testing. The Consultant may be asked to coordinate the acquisition of non-traditional services required by the Airport.
6. Assistance with identifying, securing, and fulfilling state and federal grant opportunities.

**\* Please note, this RFQ does not include projects that are related to architectural infrastructure, such as vertical construction, MEP, interior design, building code review, etc.**

**Future Projects we have identified for the chosen respondent to work on include but are not limited to:**

PROJECT	EST. TIMING
Economy Lot Pavement Rehabilitation	2025
Oostema Drive Sidewalk	2025
Viewing Park Expansion	2025-2027
Roadway and Traffic Flow Analysis and Improvements	2026-2028
Non-aeronautical site preparations (Ex: Grading, Drainage, Utilities)	2025-2029
Landside Roadway and Sidewalk Lighting	2025-2027

## REQUESTS FOR INFORMATION

Questions regarding this solicitation are to be submitted in writing to [purchasing@grr.org](mailto:purchasing@grr.org) prior to 2 p.m. on October 17, 2024.

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. Unless otherwise indicated, all questions will be compiled into one document and answers will be issued as a Questions & Answers document within 4 days after the question deadline.

It is the firm's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this solicitation. Lack of understanding or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

Addendums will only be published by the GFIAA Purchasing Department and available for review at [www.grr.org](http://www.grr.org).

## CONSTRUCTION

All work is to be done in a first-class workmanlike manner. All debris (packing materials, replaced materials, etc.) are to be cleaned up and removed by the workers.

The successful Respondent is responsible for obtaining all necessary permits and licenses so the completed work complies with all applicable codes, ordinances, regulations, standards, and laws. The cost of such permits and licenses is understood to be a part of the bid price. Any fines, fees, or other costs taxed or charged to Kent County because of the successful bidder's violation(s) of any laws, standards, etc. will be paid by the successful bidder.

Dimensions furnished are for general reference only. Respondents must take their own measurements as necessary for preparing their response.

All materials are to be new, not refurbished, and free from corrosion, scratches, or other such defects which present other than a new appearance.

## SUBMISSION FORMAT AND EVALUATION CRITERIA

Submissions should include and will be evaluated on the elements outlined below:

### Executive Summary – One (1) page maximum

Summarize the Respondent's strong points and how experience, particularly with similar responsibilities, will benefit the stakeholders.

### Business Organization – One (1) page maximum

State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service. Include phone number(s), email address(s) and Respondent's website address.

### Project Staffing – No Page Limit

Provide a chart with the staff you are committing to the solicitation. Show lines of authority and communication and provide a brief role description with responsibilities for each person as they relate to the solicitation as well as each staff member's key credentials. Please provide **one singular point of contact** to represent the firm on all inquiries from GFIAA staff throughout the life of the contract.

References – Five (5) page maximum

Provide a minimum of three (3) relevant references, preferably for projects of similar scope and complexity. Include the names of the projects, location, completion date, project cost, and specific challenges; identify project team members and references for each project including telephone numbers and email addresses.

## 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: AJ Nye, Procurement Specialist

Gerald R Ford International Airport Authority

5500 44<sup>th</sup> St SE

Grand Rapids, MI 49512

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

<https://www.dropbox.com/request/LFOCJwTJJSiwDywVJePn>

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 criteria 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.

## TERMS AND CONDITIONS

GFIAA reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a firm's submission. No attempt to modify GFIAA's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by GFIAA.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the GFIAA.

The intent of these specifications is to solicit a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

The Gerald R Ford International Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Respondent 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 Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations at all times during the completion of any contract with the GFIAA.

The terms of this request shall be interpreted, construed, and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.

The GFIAA is tax-exempt, and a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Respondent acknowledges that the GFIAA may be receiving funds from or through the Federal Government; such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the GFIAA that it is not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Respondent shall be in breach and the GFIAA shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of the Respondent's non-compliance with this warranty and representation.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Insurance requirements are posted on the Documents and Forms page of the GFIAA website within the Purchasing Terms and Conditions document.

**Termination For Cause:** Should the firm fail to perform the Work as required by and in accordance with the schedule or time requirements, or otherwise violate any of the terms set forth in the Solicitation Request, it shall constitute breach of the Contract. Other than in force majeure situations, Respondent shall have five (5) calendar days to cure a breach of the Contract (the "Cure Period") following issuance of GFIAA written notice. Failure to cure a breach of the Contract within said Cure Period shall allow the GFIAA to, without further notice to the Respondent, declare the Contract terminated and proceed with the replacement of the Respondent and the GFIAA shall be entitled to all remedies available to it at law or in equity including a claim against any required payment/performance bonds.

**Termination Without Cause:** Notwithstanding any other provision, at any time and without cause, GFIAA shall have the right, in its sole discretion, to terminate the contract by giving sixty (60) days written notice.

Although it is the intent to contract with one provider, the GFIAA reserves the right to contract with alternate sources if the Respondent is unable or unwilling to service its obligation, or it is deemed by GFIAA to be in its best interest to use alternate sources.

**Assignment:** Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

## MICHIGAN FREEDOM OF INFORMATION ACT

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after the project has been awarded.

GFIAA cannot assure that all of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. GFIAA is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

## EVALUATION, STATUS UPDATES/AWARD NOTIFICATION

The Authority 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. Key staff to be assigned to this project must participate in this presentation unless otherwise waived by the Authority. The presentation may be followed by a question-and-answer session.

The Authority reserves the right at its discretion to waive irregularities of this solicitation process.

In the event of extension errors, the unit price shall prevail and the Respondent's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Respondent's total will be corrected accordingly. Respondent must check their submission where applicable. Failure to do so will be at the Respondent's risk. Submissions having erasures or corrections must be initialed in ink by the Respondent. Respondents are cautioned to recheck their submissions for possible errors.

The Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

The Authority, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to the Authority. The Authority, 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. The Authority reserves the right to reject any and all submissions as a result of this solicitation.

The Authority reserves the right to award by line item when applicable and to accept or reject any or all parts of a submission.

Accelerated discounts should be so stated at the time of submission. If quick-pay discounts are offered, The Authority reserves the right to include that discount as part of the award criterion. Prices must, however, be based upon payment in thirty (30) days after receipt, inspection, and acceptance. In all cases, quick-pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

Award notifications are posted on the Authority website. It is the Respondent's responsibility to monitor the website for status updates.

## EXHIBITS

### Exhibit A: Template Contract

See next page.

# Exhibit A

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

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This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2024 and between the Gerald R. Ford International Authority Board, hereinafter referred to as Owner,

Gerald R. Ford International Authority Board

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

Grand Rapids, Michigan, 49512

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

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

\_\_\_\_\_

\_\_\_\_\_

for the following Project:

Location: Gerald R. Ford International Airport

Grand Rapids, Michigan

Description: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

Now, therefore, the parties agree to the following:

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

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

## **2. – BASIC SERVICES**

### **2.1 – DESIGN PHASE**

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

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

#### **2.1.2 – Engineering Survey**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 – CONSTRUCTION PHASE**

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

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

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

- 2221** The Engineer shall be a representative of the Owner during the construction phase and be responsible for observation, inspection and administration services to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in conformity with the intent of the contract documents. The services shall include aiding the Owner by acting as the liaison between the Contractor and Owner and project coordinator with the FAA and MDOT Aero, as required.
- 2222** 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.
- 2223** 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.
- 2224** The Engineer shall be the interpreter of the requirements of the contract documents and the impartial judge of the performance of the Contractor. The Engineer shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on claims, disputes and other matters in questions between the Owner and Contractor relating to execution or

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

- 2225** 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.
- 2226** 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.
- 2227** 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 Contractor, with the instructions confirmed in writing no later than the next day.

### **2.2.7 – Materials Testing**

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

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

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

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

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

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

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

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

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

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

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

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

## **3. – OWNER’S RESPONSIBILITIES**

### **3.1 – Owner’s Representative**

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

### **3.2 – Owner Responses**

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

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

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

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

- Aerial photography, prints, topographic maps, etc.

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

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

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

## **4. – CONFERENCES AND MEETINGS**

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

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

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

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

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

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

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

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

## **5. – PAYMENT**

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

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

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

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

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

### **5.3 – Subconsultant Services**

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

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

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

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

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

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

### **5.4.3 – Fee Consideration**

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

## **5.5 – Progress Payments**

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

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

- 5511** 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.
- 5512** 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.
- 5513** 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

DRAFT

**ATTACHMENT A**

**Sketch Showing Location of Work Areas**

DRAFT

## 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**

DRAFT

## 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.

**DRAFT**

# 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 SF1145 forms

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date