

REQUEST FOR QUALIFICATIONS

Construction Manager – Airport Facility Backup Generators

REQUEST NUMBER: 1153

DUE DATE: December 15, 2022

DUE TIME: 2:00 pm (local)

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INTRODUCTION

The Gerald R. Ford International Airport Authority (GFIAA) is requesting qualifications and pricing for Construction Manager services for the construction of an approximately 7,500 sq ft building and installation of new generators at the Airport's Central Utilities Plant. The CM will provide both pre-construction and construction phase services, and work with the generator supplier collaboratively through the course of the design and construction.

Project: The Airport Facility Medium Voltage Redistribution and Backup Generator System

This project shall include the relocation of the main campus medium voltage electrical utility service point, the purchase and installation of 5 megawatts equivalent - gas fired co-generation electrical generators, installation of new medium voltage distribution equipment, the construction of an approximately 7,500 sq ft building and installation of reconfigured medium voltage distribution and duct bank system starting at the Airport's Central Utilities Plant (CUP) continuing throughout the Airport's owned and operated buildings. The CM will work with the generator supplier collaboratively through the course of the design and construction.

As this project is integral to the airport facility infrastructure, GFIAA is seeking a CM to work with the airport, our selected design consultants, manufacturer representatives, stakeholders, and subcontractors through the development of all work phases.

To obtain the highest quality facility within the required schedule and budget, the GFIAA seeks a CM for the Airport Facility Medium Voltage Redistribution and Backup Generator System project through a public Qualifications-Based Selection process which includes an initial qualifications and fee proposals evaluation and interviews with short listed firms. This selection process articulates the GFIAA's goals and provides openness and consistency so that all qualified firms receive fair consideration.

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.

This solicitation will be publicly opened at the Gerald R Ford International Airport Authority, located on the second floor of the Gerald R Ford International Airport Terminal Building at 5500 44th St SE, Grand Rapids, MI, 49512. All submissions will be sealed until the date and time specified, at which time they will be opened and read aloud.



SOLICITATION AND PROJECT SCHEDULE

ACTIVITY	DATE
RFQ Issue Date	November 23, 2022
Question Deadline	December 9, 2022
Submission Due Date	December 15, 2022 at 2 pm
Contract Start Date	January 3, 2023

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.

MANDATORY ON-SITE CONFERENCE

CONFERENCE DETAILS		
Conference Date	December 1, 2022	
Conference Time (local)	3 pm	
Conference Location	International Room 1st floor of the airport terminal building, 5500 44th St. SE, Grand Rapids, MI 49512	

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

NOTICE: Attendance is mandatory. 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

Project Overview:

The GFIAA issues this Request for Qualifications (RFQ) in its process to obtain Construction Manager services encompassing Design Assistance and Construction Phases for the Airport Facility Backup Generator Project.

The proposed facility improvements include:

- Working with GFIAA and Consumers Energy in the relocation of the main campus medium voltage electrical utility service point
- Working with GFIAA and DTE to install new natural gas service feed to the generator facility
- Pre-purchase 5 megawatts equivalent gas fired co-generation electrical generator and associated material as identified by GFIAA and design consultants to be installed by subcontractors determined after bidding and design is completed
- Pre-purchase necessary long lead items identified in design process to be installed by subcontractors determined after bidding and design is completed
- Coordinate the installation of new medium voltage distribution equipment installation of reconfigured medium voltage distribution and duct bank system starting at the Airport's Central Utilities Plant continuing throughout the Airport's owned and operated buildings
- Manage the construction of an approximately 7,500 sq ft building.

Scope of Work:

A. Pre-Construction Phase

- Work with GFIAA and the design team as a partner in developing solutions for the project
- Provide detailed cost estimating and knowledge of marketplace conditions
- Provide project planning and scheduling
- Develop construction phasing and scheduling that will minimize interruption to airport operations
- Provide alternate systems evaluations and constructability studies
- Advise GFIAA on ways to gain efficiencies in project delivery
- Provide long-lead procurement studies and initiate procurement of long-lead items
- Assist in the permitting process
- Participate with GFIAA in a process to set goals for DBE participation and implement the DBE program as well as FAA Buy American Preference
- DBE and subcontractor outreach program development and management
- Protect the Owner's sensitivity to quality, safety, and environmental factors
- Advise GFIAA on choosing sustainable building materials and processes
- Develop and implement an existing utility investigation plan
- Prepare and provide bid packages for a phased construction scope of work
- Document control for all communications, documents, submittals, etc.
- Provide monthly billings and track budgeted costs and changes to the project scope



B. Construction Phase

- Procure and help select subcontractors/suppliers for this project
- Coordinate with various local government units, other agencies, utility companies, etc.
- Arrange for procurement of materials and equipment
- Schedule and manage site operations and shutdown/change over activities
- Bid, award, and manage all construction related contracts while meeting GFIAA bid requirements including DBE participation goals and FAA Buy American preference
- Provide quality controls
- Bond and insure the construction
- Address all federal, state, and local permitting requirements
- Assist with resolving Owner issues and challenges
- Maintain a safe work site for all project participants during construction (surveying, layout, environmental controls and monitoring, safety, installation, quality control/quality assurance, testing, commissioning, project controls, project documentation management, inspection coordination, subcontractor coordination, phasing, security badging, etc.)
- Coordination with Owner-performed oversight
- Building systems commissioning
- Existing conditions surveying
- Environmental remediation, hazardous material abatement and disposal (asbestos, lead, PCB's and petroleum contaminated soils)
- Building Information Modeling (BIM) including Clash Detection
- Coordination with Project stakeholders, existing tenants, and other contractors/consultants
- Cost estimating
- Value Engineering
- Lifecycle cost and analysis
- Project closeout: punch list documentation and resolution, O & M manuals, Parking Operations
 personnel systems and equipment training, attic stock, warranty/guarantee, electronic as-built
 documentation, final inspection, and acceptance
- Document control for all communications, documents, submittals, etc.
- Provide monthly billings and track budgeted costs and changes to project

Firm Oualifications:

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

- Experience in performance of CM contracts
- Experience in pre-construction services, construction, commissioning of large facility backup generators, and large-scale utility projects
- Similar experience working with local government work teams on the design and construction of a public use facility
- Construction experience utilizing "Best Practices" in life cycle cost evaluations and recommendations and Sustainability/Green Building Principles



- Understand and experience working within height constrained areas, including coordination with the FAA
- Experience in obtaining local and national regulatory approvals and permits associated with airport development
- Fiscal capacity to obtain the necessary bonds for the project
- Experience with Contractor Controlled Insurance Policy management
- Demonstrated knowledge and enforcement of a strict-on-site safety program

Contractual Expectations

GFIAA anticipates utilizing the AIA A134 contract as basis for the CM contract resulting from this selection. Contract documents will be outlined to the chosen firm after the initial award has been announced to all parties. Federal regulations related to the use of federal funding will be incorporated into the contract including Buy American Preferences, Davis Bacon Requirements, Debarment and Suspension, Lobbying Federal Employees and Recovered Materials Provisions.

REQUESTS FOR INFORMATION

Questions regarding this solicitation are to be submitted in writing to *purchasing@grr.org* prior to 5 p.m. on December 9, 2022.

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.

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.

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 that 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 your firm's strong points and describe how your experience, particularly with similar projects, will benefit GFIAA in its design and construction of the Airport Facility Backup Generator Project.

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 numbers and firm's website address.

Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated.

<u>Problem Statement & Management Summary – Four (4) pages maximum</u>

State in succinct terms your understanding of the major issues of this project. Describe specifically your company's intended process to address the main issues of the project. Identify important steps your firm will take to meet the project goals and GFIAA expectations.

<u>Design and Construction Methods – Three (3) pages maximum</u>

Describe pertinent methods for project coordination, cost & quality control, phasing, scheduling, and verification of constructability. Describe your preferred method of interface with GFIAA and contractor(s), and the design team. Provide an overview or summary of your company's quality control procedure. Address your company's experience with DBE participation and means to achieve DBE participation.

Cost Estimating Capabilities - Two (2) pages maximum

Describe your strategy, plan, time frame, and historical track record for cost estimating during design including anticipation of project scope and yet to be completed design advancement during Schematic Design, Design Development, and Construction Documentation phases. Describe your ability to limit Change Orders and cost overruns during Construction. Describe your ability to understand current construction market pricing and generate trades contractor's interest/availability in this project.



Project Staffing - Four (4) pages maximum

Provide a chart with the staff you are committing to the project. Show lines of authority and communication and provide a brief role description and responsibilities for each person as they relate to the project. Full resumes may be attached as an appendix.

Project Data Sheets - No page limit

Provide specific information on at least three (3), but no more than six (6) recently completed projects of similar scope (i.e. construction management, large generator facilities, airport work, etc.) and at least the scale of this project including scope, schedule, key contact person from your company and the project Owner. For each project, indicate the pre-construction estimate, contractor's initial pricing, total final cost, number of change orders, and type of Owner/Contractor agreement and contractor references.

Specific attention should be given to CM experience of the personnel proposed for this project.

References - Three (3) 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.

Fee Proposal

Pre-Construction Phase:

A lump sum fee shall be submitted for pre-construction phase services from contract execution (anticipated on or around January 3, 2023) through completion of construction documents including the bid phase. Pre-construction phase services shall include the following minimum services and be further defined by the submitting firm with proposal submission and interview:

- Review of the Schematic Design (SD) package and establishment of a SD baseline cost estimate
- Participation in review of construction documents at four stages: Design Development (DD), 50% Construction Documents (CD), 90% Construction Documents and 100% Construction Documents including participation in Owner review meetings and feedback to the design team (TowerPinkster)
- Construction estimating including a SD estimate, DD estimate, DD estimate reconciliation with the design team estimators, 50% CD estimate, 90% CD estimate and 100% CD estimate
- Creation of a critical path construction phase schedule with updates concurrent with each estimate update
- Participation in weekly meetings (conference calls) with design team
- Participation in bi-weekly Owner progress meetings (on-site)
- On-going feedback to the Owner and design team related to constructability, value engineering, phasing and other means and methods items identified by the design team
- Establish and manage the bid process including development of bid packages, distribution of bid documents and receipt and vetting of subcontract bids
- Include up to two (2) days of on-site existing condition discovery to support design team requests for existing condition information



Construction Phase Fee Proposal:

Construction phase services for the Construction Management contract will be divided into three areas as defined in the Attachment C table:

- "Included in CM Fee" Provide a percentage-based fee to include all CM services indicated for the duration of the construction phase of the contract.
- "Reimbursable Expenses" Items represent general condition items to be provided by the Construction Manager. All CM estimates will include estimated costs for general condition items which will be reimbursed by the Owner at actual costs.
- "Included in Trade Contracts" Items to be included in subcontracts via bid packages assembled by the CM during the bid phase of preconstruction services.

With this proposal submission, define a fixed, construction phase CM percentage fee to include all items identified as "Included in CM Fee" in Attachment C. The fee will be applied to the Cost of Work less reimbursable expenses as defined in Attachment C.

The total construction phase duration (from notice to proceed through punch list completion, demobilization, and closeout) is estimated by the design team at 18-24 months.

While cost is a consideration, GFIAA will not use it as the sole determining factor in awarding this contract.

REQUEST FOR QUALIFICATIONS 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).

All physical responses must be submitted in writing and in a sealed envelope or package marked "Statement of Qualifications, CM Services, Airport Facility Backup Generator Project" 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.

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 44th St SE
Grand Rapids, MI 49512

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

https://www.dropbox.com/request/BWQYXpwFL4kaPHkB6JEy



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.

BONDS

Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to 100% of the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due.

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 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on



the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

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

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.



NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: [Sponsor must insert established goal]

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Michigan, Kent County, Grand Rapids.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and



3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.



EXHIBITS

Exhibit A PROJECT LOCATION AND PREMISES

[On Next Page]



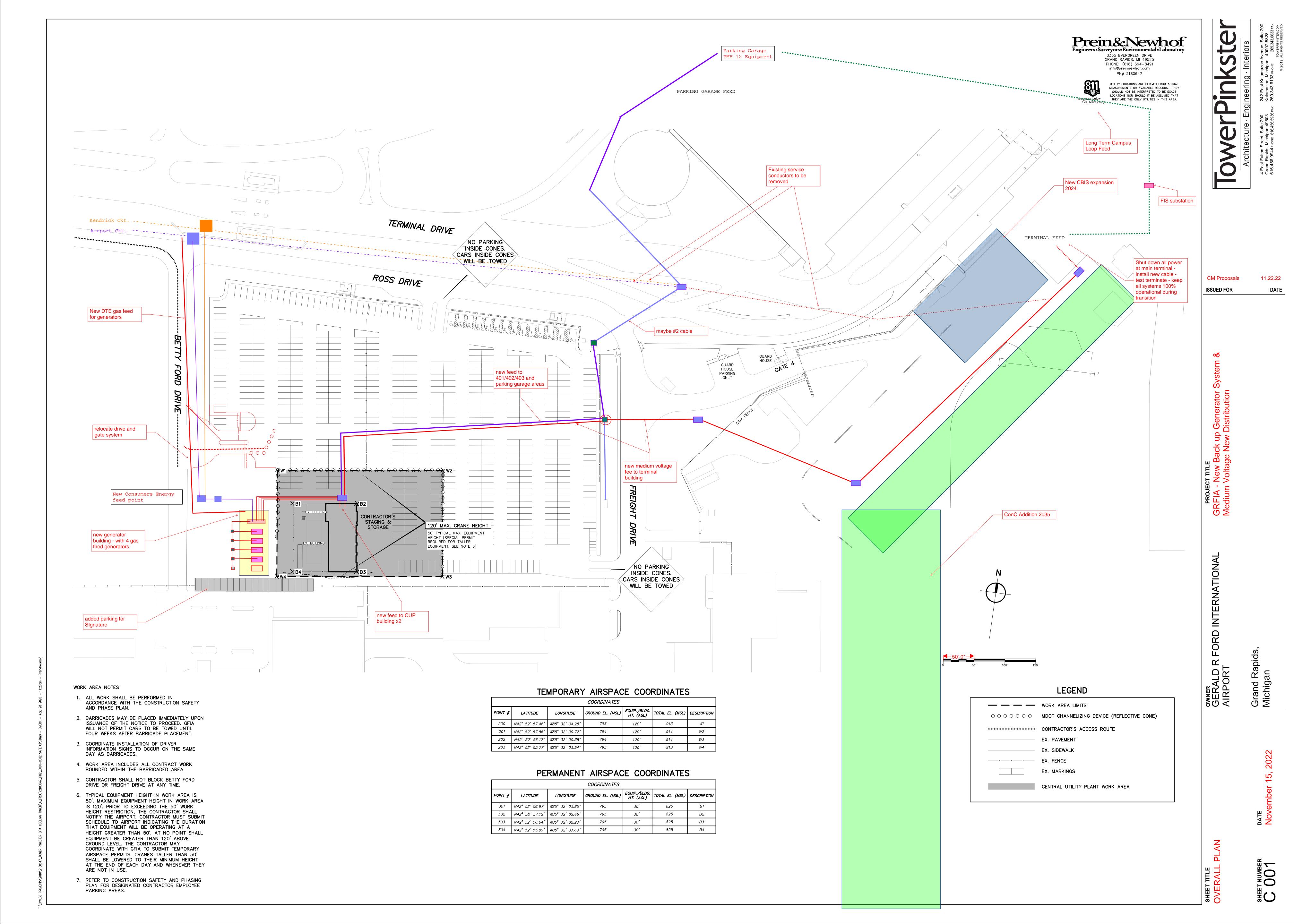


Exhibit B

Fee Proposal Form

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and having examined the Contract and Bid Documents hereby propose to furnish all labor, materials, equipment, supplies and services to provide complete Construction Management services defined in the Request for Qualifications and all related documents.

Receipt of Addenda through is acknowledged.				
Pre-Construction Phase Lump Sum Fee				
	Dollars (\$).		
Construction Phase CM Fee (percentage of Cos	st of Work)			
	Percent (%).		
SIGNED THIS DAY OF	, 20			
(Firm Name)	(Signatur	e)		
(Street Address)	(Printed Name)			
(City, State and Zip)	(Title)			
(Phone Number)	(E-mail address)			



Exhibit C CONSTRUCTION MANAGEMENT FEE BREAKDOWN

	Included in CM Fee	Reimbursable Expenses	Included in Trade Contracts	Owner Responsibility / Expenses
Off-Site Services (Home Office)				
Corporate Executives	Х			
Principal in Charge	Х			
Project Executive	Х			
General Superintendent	Х			
Project Manager	Х			
Accounting	Х			
Scheduling	Х			
Purchasing	Х			
System Development	Х			
Estimating	Х			
Cost Engineers	Х			
Project Coordinator	Х			
Project Expediter	Х			
Safety Office	Х			
Insurance & Bonds				
Builder's Risk Insurance				Х
General Liability	Х			
Workers' Compensation	Х			
FICA Insurance	Х			
Federal Unemployment	Х			
State Unemployment	Х			
Payment Bond	A	Х		
CM Performance Bond		X		
Subcontractor Bonds		- A	Х	
Other Costs				
Bid Package & Construction				
Document Distribution	Х			
Postage & Express Costs	Х			
Quality Control & Testing				
Site & Building Inspection				Х
Construction Material Testing			Х	X
Commissioning				Х
Project Photographs	Х			
Permits & Special Fees				
(if applicable)				
Driveway & Roadway Improvement				
Permits, Bonds, & Fees			Х	
Building Permits			Х	
Water Connection Fee			Х	
Sanitary Connection Fee			Х	
Storm, Connection Fee			Х	
Gas Services Charge			Х	
Electrical Power Service Charge			Х	
Special Tap Fees				Х
Airport Security Badging	Х		Х	
Contractors' Licenses	Х			



	Included in CM Fee	Reimbursable Expenses	Included in Trade Contracts	Owner Responsibility / Expenses
On-Site Staff				
Project Superintendent	Χ			
Other On Site Support Personnel	Χ			
Layout Engineer/ Surveyor			Х	
Safety and First Aid	Χ			
Construction Trailers	Χ			
Construction Trailer FF&E	Χ			
Temporary Toilets		Х		
Temporary Stairs/ Elevator		Х		
Barricades, Enclosure & Control Signs				
Opening Protection		X		
Weather Enclosure		X		
Control Signs		X		
Temporary Fencing		X		
Covered Walkways		X		
Site Barricades		X		
Site Security Personnel		X		
On-Site Utilities				
Temporary Utility Installation			Х	
Temporary Utility Usage		Х		
Temporary Water		Х		
Jobsite Communications	Х			
Winter Conditions			Х	
On-Site Service				
Weekly Clean-up		Х		
Final Clean-up		Х		
Dump Permits & Fees		Х		
Debris Hauling/ Removal		Х		
Temporary Road - Installation/ Removal			Х	
Roadway Maintenance		Х		
Dust Control		X		
Snow Removal		X		
Existing Conditions				
Asbestos Survey / Bidding / removal				X
Survey				X
Geotechnical Services				X

