

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

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

Gerald R. Ford International Airport Authority
5500 44th Street, S.E.
Grand Rapids, Michigan, 49512

and _____, hereinafter referred to as the Architect,

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 Architect 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 Architect and is satisfied the Architect is competent and qualified;

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

Whereas, the Owner will compensate the Architect, 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 Architect 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 – PROGRAMMING/CONCEPTUAL DESIGN PHASE

2.1.1 – Programming Phase

The Architect shall consult with the Owner to ascertain the applicable requirements of the Project. The Architect shall prepare conceptual designs which explore possible design options in order for the Owner to approve the conceptual ideas and the scope of the project.

2.1.2 – Preliminary Project Conference

A preliminary project conference shall be held between the Owner, the Architect, other participants and any regulatory governmental agency. This preliminary project conference shall be held for the express purpose of having the Architect ascertain from responsible representatives of each group; the Owner, other participants and any governmental agencies, their individual project requirements affecting the scope of work, budget, design standards, presentation of final plans, and documents.

2.1.3 – Conceptual Design Report

The requirements set forth in this preliminary project conference shall be confirmed with the preparation of a Conceptual Design Report prepared by the Architect and distributed to the Owner.

2.2 – SCHEMATIC DESIGN PHASE

2.2.1 – Schematic Design Phase

Based on the approved Conceptual Design, the Architect shall prepare studies and final Schematic Design documents to establish the design concept of the Project indicating the types and quantity of finishes and materials. Such document shall include drawings (floor plans, elevations, etc.) and outline specifications. This might also include presentation boards and models as necessary.

2.2.2 – Cost Parameters

The Architect shall prepare general cost parameters associated with the designs proposed by the Architect as a check against the Owner's Project budget. The Architect shall provide a preliminary Statement of Probable Project Cost, based on the recommended design concept and on current costs for projects of similar scope and quality. The cost must include an estimated amount for the Architect's services during design and construction phases and an agreed amount

for contingencies.

2.2.3 – Engineering Survey

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

2.2.4 – Existing Facilities Conditions

The Architect 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.

2.3 – DESIGN DEVELOPMENT PHASE

2.3.1 – Design Development Phase

Based on the approved Schematic Design, the Architect shall prepare, for approval of the Owner, Design Development drawings and other documents to fix and describe the size and character of the construction of the Project including special design features to be incorporated into the design. Such document shall include preliminary drawings and specifications. This might also include presentation boards and models as necessary.

2.3.2 – Design Development Data

The Architect shall further refine and recommend colors, materials and finishes. The Architect shall prepare such other Design Development data, illustrations and documents as may be appropriate for the Project, if any. The Architect shall assemble presentation boards for all new colors, materials and finishes to be incorporated in the design.

2.3.3 – Review Drawings and Specifications

The Architect shall submit a 30% set of review plans and specifications.

2.3.4 – Statement of Probable Project Cost

The Statement of Probable Project Cost shall be updated at the end of the Design Development Phase.

2.4 – CONTRACT DOCUMENT PHASE

2.4.1 – Contract Document Phase

Based on the approved Design Development submissions, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth the requirements of the construction work necessary for the Project.

2.4.2 – Detailed Construction Drawings and Specifications

Plans and specifications will be certified by the Architect for compliance with current requirements in effect at the time the plans and specifications are prepared. The documents shall set forth, in detail, requirements for prospective bidders to submit bids/proposals and the successful Contractor to construct the project. Plans and specifications shall comply with the requirements established in the preliminary project conference, if applicable, together with the common practice of design and ethical practices of professional architects and engineers. The Architect shall furnish review plans and specifications and a revised statement of probable project cost at 60% and 90% completion.

2.4.3 – Statement of Probable Project Cost

The Architect 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 2.4.2. This Statement of Probable Project Costs prepared by the Architect represents the Architect's best judgment as a design professional at the time the estimate is finalized. This estimate will include the estimated amount for the Architect's services during the construction phase and an agreed amount for contingencies. It is recognized, however, that neither the Architect 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 Architect cannot and does not guarantee that bids will not vary from any statement of probable project costs or other cost estimates prepared by the Architect. The Statement of Probable Project Costs shall be updated on a bi-monthly basis during the Contract Document Phase.

2.4.4 – Architectural and Engineering Report

The Architect shall prepare and furnish to the Owner one copy of an architectural and/or engineering report which relates to the Owner, and participants and governmental agencies the fundamental considerations and concepts used in design of the project. This report shall include the basic design factors regarding local, state and national building codes, 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 engineering report.

2.4.5 – Construction Time Schedule

The Architect 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 Architect to the Owner in the final review meeting and shall establish the estimated construction duration. The Architect shall furnish one copy of the estimated time schedule to the Owner. However, it is recognized that neither the Architect nor the Owner has absolute control over the means and methods that the Contractor uses to execute the project.

2.4.6 – Preparation of Bidding Information and Award of Bid

The Architect 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 Architect will provide services for the recording of bids, provide a bid tabulation and the disbursement of information before and after the bid process. The Architect

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 Architect will assist the Owner in the issuing of the Notice of Award and Notice to Proceed.

2.5 – CONSTRUCTION PHASE

2.5.1 - Construction Phase Duration

The Construction Phase shall commence with the award of the Contract for Construction and, together with the Architect'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.

2.5.2 – Duties of the Architect During the Construction Phase

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

2.5.2.2 The Architect 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 Architect 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 Architect shall document all observations and promptly report any major discrepancies to the Owner. On the basis of such observations and inspections, the Architect 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 Architect shall prepare daily or weekly reports as required for projects receiving grant funding.

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

2.5.2.4 The Architect shall be the interpreter of the requirements of the contract documents and the impartial judge of the performance of the Contractor. The Architect 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 Architect shall not be required to, and will not render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

2.5.2.5 The Architect shall prepare design revisions for the Owner's review and approval. As required, the Architect shall prepare change order documents and make recommendations concerning the change order pricing and time extensions and furnish justification for the changes for the Owner's review and approval. The Architect 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 Architect informs the Owner of such changes.

2.5.2.6 The Architect shall prepare and maintain accurate written 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 Architect'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, major construction starts and completions, etc.

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

2.5.3 – Sufficient Personnel and Inspection Equipment

The Architect 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.

2.5.4 – Pre-Construction Conference

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

2.5.5 – General Information and Coordination

The Architect shall provide information and coordination to the Owner and Contractor as to the understanding of the plans and specifications. The Architect shall not guarantee the performance of the Contractor but shall report to the Owner any work and materials which, in the opinion of the Architect, do not meet the requirements of the plans and specifications. The Architect 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.

2.5.6 – Instructions, Orders and Rejection of Work

The Architect 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 transmittal letter 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.

2.5.7 – Materials Testing

The Architect 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 Architect 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.

2.5.8 – Shop Drawings, Product Data and Samples

The Architect 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 Architect'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 Architect. It is understood that the Architect'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 Architect's review of a specific item shall not constitute approval of an assembly of which the item is a component and the Architect'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.

2.5.9 – Substantial Completion and Final Completion

Based on site inspections, the Architect 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 Architect shall assist the Owner in issuing the Certificate of Substantial Completion.

2.5.10 – Project Record Documents

The Architect 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 dimension. In general, the record drawings and specifications must be

marked up to show actual installation where installation varies from that originally shown. The Architect shall make the corrections to the electronic 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 Architect must not transfer or assign the task of making the revisions to the record drawings to the Contractor. The Architect shall note in the title block that each sheet is a record drawing. The Architect's record document title block shall not be altered in any way from the original contract drawings.

2.5.11 – Operation and Maintenance Manuals:

The Architect shall secure from the Contractor copies of equipment operation and maintenance manuals. The Architect 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 video taped and copies of the tapes provided to the Owner.

2.5.12 – Warranties and Guarantees

The Architect shall secure from the Contractor copies of all one year warranties and guarantees and warranties and guaranties that extend the standard one year warranty period. The Architect 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 Architect and shall render decisions and approvals pertaining, thereto, promptly, to avoid unreasonable delay in the progress of the Architect'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 Architect's services and work.

3.3 – Obligations of the Owner to the Architect – Existing Data

When requested by the Architect, 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 Architect. Existing data will include but not be restricted to the following:

- Plans and other documents
- Record (as-constructed) plans.
- 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 Architect – Bidding Phase

The Owner shall furnish, at no cost to the Architect, standard contract documents for bidders, for use by the Architect, including but not restricted to the following:

- Notice to Contractors (including advertising charges).
- Instructions to Bidders.
- 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 Architect and the Owner at the location indicated, normally the Owner's office, for the purpose of coordination, information, and understanding. The Architect will prepare minutes for each meeting in a format that meets the Owner's requirements and, after approval by the Owner, distribute to the attendees and appropriate parties.

4.1.1 Preliminary Project Conference: Reference Article 2.1.2. 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 Architect to apprise the Owner of progress, to resolve any problems, to answer questions, and for general coordination. The Architect 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 Architect of final plans, specifications, cost estimates, and engineering reports, the Architect 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 is to 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 Architect 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. Any addendum information necessary will be issued in a timely manner by the Architect.

- 4.1.6 Contractor Bid Review Meeting:** Upon receipt of the Contractor's bids, the Architect and the Owner shall hold meeting to review the bid tabulation, bonds and insurances. The Architect 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 by the Architect 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 Architect'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 Architect and the Architect's employees and consultants in the interest of the project for the expensive 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 access of that normally carried by the Architect and Architects 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 Architect shall not add a fixed fee on the costs for subconsultant services. Terms of this agreement must be passed on to all subsubconsultant agreements.

5.4 – Design and Construction Fees

5.4.1 – Phase 1 Architectural Design Fee

The Architect 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 Architectural Construction Fee

The Architect 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 Architect’s recommendation of award).

5.4.3 – Fee Consideration

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

5.5 – Progress Payments

5.5.1 – Phase 1 Design and Phase 2 Construction Progress Payments

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

5.5.1.1 All charges for services will be due the fifteenth of each month. Approval of the invoice is made by the Gerald R. Ford International Airport Authority which typically meets the last Wednesday of the month. In the event Phase 1 Design is completed but bids are not received, final payment will be due and payable ninety (90) days after completion of Phase 1 Design.

5.5.1.2 The Architect 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 Architect of any invoice deficiencies.

5.5.1.3 The Architect 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 Architect 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 Architect 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 Architect has completed that portion of the work to which a particular standard may apply, and in the event the Architect is required by the Owner to make revisions to completed work to meet revised standards and certification requirements, the Architect 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 Architect. 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 Architect, 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 Architect as provided under the terms of this Contract will be submitted 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 Architect 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 Architect 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 Architect, 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 Architect.

6.6 – Delays and Extensions

Changes in the estimated time schedule, as may be required by the Owner or the Architect, 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 Architect agrees to comply with all federal, state and local laws applicable to the work.

6.8 – Subletting, Assignment and Transfer

The Owner and the Architect 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 Architect will assign, sublet, or transfer their interest in this Contract without the written consent of the other.

6.9 – Architect’s Endorsement

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

6.10 – Insurance

The Architect 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, Architect shall obtain and keep in force insurance coverage referenced on Attachment D – Gerald R. Ford International Airport Insurance Requirements.

6.11 – Indemnification

The Architect 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 Architect. In the event Owner is liable on account of alleged acts or omissions of the Architect, the Architect 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 CEOs of the Owner and Architect, 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 Architect 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 Architect's compensation shall be equitably adjusted.

9. – ARCHITECT'S RIGHT TO STOP WORK

Architect 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 Airport Authority

5500 44th Street, S.E.

Grand Rapids, Michigan 49512

BY: _____
Authorized Representative of Owner

Witness

.....
ACCEPTED BY THE ARCHITECT

Architect

Street Address

City, State & Zip Code

BY: _____
Authorized Representative

Witness

SCHEDULE OF ATTACHMENTS

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

SCHEDULE OF ATTACHMENTS

Attachment A	Sketch Showing Location Work Areas
Attachment B	Scope of Work/Services
Attachment C	Fee Breakdown
Attachment D	Gerald R. Ford International Airport Authority Insurance Requirements
Attachment E	Additional Provisions

ATTACHMENT A

Sketch Showing Location of Work Areas

ATTACHMENT B

Scope of Work/Services

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

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

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

- List of all subconsultants that will assist in the execution of the work.
- A list of the major documents, codes, regulations, etc. to be used/referenced in the development of the design documents.
- Detailed list of all design deliverables and the anticipated date of delivery.
- List of major meetings and anticipated schedule.
- A detailed GMP fee breakdown for Architect 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 Architect to the Owner in a meeting after the contract has been awarded and shall establish the estimated design duration.

ATTACHMENT C

Fee Breakdown

ATTACHMENT D

GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY INSURANCE REQUIREMENTS

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

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

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

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

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

ATTACHMENT E

Additional Provisions

No additional provisions apply to this contract.