



**Request for Qualifications
Capital Region Airport Authority**

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| Solicitation Number | 18-03 (RFQ) |
| Solicitation Title | Architectural/Engineering and Related Services for Closed-Circuit Television (CCTV) System Improvements at the Capital Region International Airport |
| Issue Date | October 26, 2018 |
| Purpose | To solicit Statements of Qualifications (SOQs) from qualified architectural/engineering firms or teams to plan, engineer, prepare construction drawings and specifications, and provide construction/installation oversight of improvements to the CCTV system at the Capital Region International Airport. |
| Deadline for Questions | November 5, 2018, 3:30 PM CDT |
| Deadline for Submissions | November 19, 2018, 3:30 PM CDT |
| Submit SOQs to This Address | Capital Region Airport Authority 4100 Capital City Blvd. Lansing, MI 48906 |
| Required Copies | One (1) original and three (3) copies |
| Direct All Inquiries To | purchasing@craa.com |
| This RFQ is Comprised Of | Section 1 – General Instructions Section 2 – Background and Project Introduction Section 3 – Minimum Qualifications Section 4 – Scope of Services Section 5 – Special instructions, Terms and Conditions Section 6 – Submittal Requirements and Evaluation Criteria Section 7 – Required Forms Attachment A – Form of Agreement |

REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECTURAL/ENGINEERING AND RELATED SERVICES FOR CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM IMPROVEMENTS AT CAPITAL REGION INTERNATIONAL AIRPORT

Issue Date: October 26, 2018

Question Deadline: November 5, 2018, at 3:30 PM Eastern Daylight Time
Email Questions To: purchasing@craa.com

Response Deadline: November 19, 2018 at 3:30 PM Eastern Daylight Time
Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906

CRAA Contact: Bonnie Wohlfert, Executive Assistant
Phone: (517) 886-3714, Fax: (517) 321-6197

DESCRIPTION: Responses are being solicited by the Capital Region Airport Authority (Airport Authority) for the purpose of contracting with a qualified architectural/engineering business or team to plan, engineer, prepare construction drawings and specifications, and provide construction/installation oversight of improvements to the Closed Circuit Television System at Capital Region International Airport (Airport). This system provides the Airport Authority with the ability to visually monitor areas in and/or around the terminal buildings, concourses and other areas at the Airport in compliance with Federal security regulations. It is anticipated that the contract resulting from this Request for Qualifications (RFQ) will include planning, field investigation, engineering, system design, and construction oversight services.

Responses must be received by the Airport Authority by the exact date and time indicated above. Late responses will not be accepted.

Negotiation of a contract with the highest ranked, responsive and responsible Respondent is anticipated to occur in January 2019.

This Request for Qualifications (RFQ) may be viewed or obtained as follows:

1. To download this RFQ, all attachments, and all addenda, access the Airport Authority website at: <http://www.flylansing.com/media/18-03-request-qualifications-rfq-architecturalengineering-and-related-services-closed-circuit>
2. To view a copy of the RFQ, all attachments, and all addenda, visit the following location:

Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906
(517) 321-6121

Important Note: It is the responsibility of the Respondent(s) to view, obtain or download all addenda issued by the Airport Authority for this RFQ.

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SECTION 1 – GENERAL INSTRUCTIONS

- 1) **PRE-RESPONSE INFORMATION AND QUESTIONS:** Respondents are advised to review this document in its entirety and to rely only upon the contents of this RFQ and accompanying documents and any written clarifications or addenda issued by the Airport Authority If a Respondent finds a discrepancy, error, or omission in the RFQ document, the Respondent is requested to promptly notify the CRAA Contact noted on the Cover Page of this RFQ, so that written clarification may be sent to all prospective Respondents. All questions must be submitted in writing to the CRAA Contact by the question deadline indicated on the Cover Page of this document. All answers will be issued in the form of an addendum.
- 2) **TOUR OF FACILITY:** If a Respondent desires to take a tour of the Capital Region International Airport, the Respondent shall make such request by promptly notifying the CRAA Contact noted on the Cover Page of this RFQ. The Authority will then identify a date and time of the tour, and post this information on the Airport website so that all prospective Respondents have the opportunity to participate. **THE AIRPORT AUTHORITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** No additional contact with other Airport Authority employees, officers, or Board members regarding this document will be permitted.
- 3) **RFQ MODIFICATIONS/ADDENDA:** Clarifications or modifications may be made to this solicitation at the discretion of the Airport Authority. Any and all Addenda issued by the Airport Authority will be posted as noted on the Cover Page of this document. All interested parties are instructed to view the listed websites regularly for any issued addenda. Copies of any issued addenda may also be obtained from the Capital Region Airport Authority, 4100 Capital City Blvd., Lansing, MI 48906 during business hours, 8:00 A.M. to 4:30 P.M., Eastern Time, Monday through Friday. It is the responsibility of the Respondent to obtain any issued addenda and to acknowledge the addenda on the Response Form. If any changes are made to this solicitation document by any party other than the Airport Authority, the original document in the Airport Authority's files takes precedence.
- 4) **RESPONSE SUBMISSION:** Each Response that is timely received will be evaluated on its merit and completeness of all requested information. The number of copies of the Response must be prepared in the manner and detail specified in this RFQ. Failure to submit a timely Response including a signature binding the offer will result in your Response being deemed nonresponsive; this item will not be waived or considered a minor informality or irregularity.
 - a) Responses must be submitted to the Airport Authority by the Response Deadline date and time indicated on the Cover Page of this document. The Airport Authority's time stamp will determine the official receipt time. It is the responsibility of each Respondent to ensure that its Response is received by the Airport Authority prior to the Response Deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during normal business hours, which are from 8:00 A.M. to 4:30 P.M. Eastern Time, Monday through Friday, except for legal holidays observed by the Airport Authority.

- b) Responses must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: RFQ Title, and Respondent's business name, address, phone, fax and contact name.
 - c) Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFQ, and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - d) No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the Response Form.
 - e) Responses sent by telegraph, facsimile, or other electronic means will not be considered.
 - f) All costs incurred in the preparation and presentation of the Response is the Respondent's sole responsibility. No pre-response costs will be reimbursed to any Respondent.
 - g) All documentation submitted with the Response will become the property of the Airport Authority.
 - h) All Responses must be firm for at least 180 days from the Response Deadline date of the RFQ.
- 5) RESPONSE SIGNATURES:** Responses must include a Response Form that is signed in ink by an authorized official of the Respondent. The executed Response Form represents a binding commitment upon the Respondent to provide the goods and/or services offered to the Airport Authority, if the Respondent is determined to be the most Responsive and Responsible Respondent.
- 6) LATE SUBMISSIONS:** Responses received after the Response Deadline will not be opened and will be returned to the Respondent unopened. The Airport Authority's time stamp will be the official time of receipt.
- 7) NO RFQ RESPONSE ("No-Bid" Response):** Respondents who receive this RFQ but do not submit a Response are asked to submit a notice stating the reason(s) for not responding.
- 8) DUPLICATE RESPONSES:** No more than one (1) Response from any Respondent, including its subsidiaries, affiliated companies and franchises will be considered by the Airport Authority. In the event multiple Responses are submitted in violation of this provision, the Airport Authority, at its sole option, will have the right to determine which Response will be considered, or reject all such multiple Responses.
- 9) WITHDRAWAL:** Responses may only be withdrawn by written notice prior to the date and time set forth as the Response Deadline. No Response may be withdrawn after the deadline for submission.

10) CANCELLATION/REJECTION: The Airport Authority reserves the right to cancel any or all solicitations, in whole or in part, as well as reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received if it is determined by the Chief Executive Officer (CEO) or his/her designee that the best interest of the Airport Authority will be served by so doing. If the solicitation is cancelled or all Responses are rejected by the Airport Authority, a notice will be posted on the flylansing website as identified on the Cover Page of this RFQ. No Response will be considered from any person, firm or corporation that is in arrears or in default to the Airport Authority on any contract, debt, or other obligation, or if the Respondent is debarred by the Airport Authority from consideration for a contract award.

11) PROCUREMENT POLICY: Procurement for the Airport Authority will be handled in a manner providing fair opportunity to all Businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Airport Authority. The CEO has the vested authority to execute a contract, subject to Board approval where required.

12) CONTRACT AWARD: The Airport Authority reserves the right to award by item, group of items, or total proposed items to the most qualified Responsive and Responsible Respondent. Tentative acceptance of the Response, intent to negotiate a contract, and actual award a contract will be provided by written notice sent to the Respondent at the address designated in the Response.

The Respondent(s) to whom the Airport Authority intends to negotiate a contract will be notified at the earliest possible date. If for any reason, the awarded Respondent(s) cannot execute a contract within 14 days after the date of notification by the Airport Authority, then the Airport Authority may recommend award to the next most qualified Responsive and Responsible Respondent. A final Notice of Award, and if required, a Notice to Proceed, will be issued after completion of a fully executed contract.

13) RESPONDENT AGREEMENTS: If a Respondent requires an agreement beyond any Agreement (Form of Agreement) required by the Airport Authority, or required as a part of this solicitation by the Airport Authority, the Airport Authority reserves the right to reject execution of any additional Agreements required by the Respondent. In instances where the Airport Authority rejects execution of additional agreements that are required by the Respondent, the Airport Authority reserves the right to deem the Response as Nonresponsive, and to recommend award to the next most Responsive and Responsible Respondent.

14) FREEDOM OF INFORMATION ACT (“FOIA”) REQUIREMENTS: Responses are subject to public disclosure after the Response Deadline in accordance with state law. For additional information, contact the Airport Authority’s FOIA Coordinator at (517) 886-3713.

15) PROTESTS: A protester may file, with the Chief Executive Officer, a protest about alleged defects in a competitive solicitation process or recommended award of a contract or in certain circumstances, award of a contract. A protest must be filed in writing, and must be filed within seven (7) days of the timeline of specific actions giving rise to the protest.

SECTION 2 – BACKGROUND AND PROJECT INTRODUCTION

- 1) **BACKGROUND:** The Capital Region Airport Authority (CRAA) owns and operates the Capital Region International Airport, a non-hub commercial service airport located in Lansing, Michigan. From 1929 until 1971, the airport was owned and operated by the state of Michigan and governed by the Michigan Aeronautics Commission. The CRAA was created in 1970 pursuant to Act No. 73 of the Public Acts of Michigan, in order to transfer the State-owned airport to the newly created local governmental entity. The airport is served year round by three (3) legacy airlines: American, Delta, and United, as well as by Apple Vacations charters on a seasonal basis. The terminal building was originally constructed in 1959, and has been expanded incrementally over the years; it is currently 165,000 square feet in size, and serves over 375,000 passengers per year.
- 2) **INTRODUCTION:** The Airport Authority operates a Closed Circuit Television (CCTV) system with the ability to visually monitor areas in and around the terminal buildings, concourses and remote areas at the Capital Region International Airport in compliance with Federal security regulations. The CCTV system was originally installed in 2006. The system consists of a Pelco matrix switching system, four (4) American Dynamics Intellex Ultra digital video recorders, four (4) American Dynamics 12TB RAID storage systems, and approximately eighty-eight (88) Pelco analog cameras. The CCTV system is integrated with a Software House CCure 9000 access control system, which was upgraded in 2017. Through this Request for Qualifications (RFQ), the Airport Authority hereby invites businesses and teams of businesses that meet the qualifications set forth herein to submit a response to provide architectural/engineering services to plan, design, prepare construction drawings and specifications, oversee construction/installation for improvements to the CCTV system, including at a minimum, implementation of an enterprise level networked Video Management System (VMS).
- 3) **FUTURE SEPARATELY SOLICITED CONSTRUCTION/INSTALLATION CONTRACT:** Upon completion of the construction drawings and specifications by the selected Respondent of this RFQ for architectural and engineering services, the Airport Authority anticipates issuing a separate solicitation for the purpose of selecting a contractor that will be responsible for the construction and installation of all items required to implement the project. *Note: The successful Respondent and all team members of the successful Respondent will be precluded from participating on the future separately solicited construction/installation contract.*

SECTION 3 – MINIMUM QUALIFICATIONS

Respondents¹ will be deemed non-responsible and rejected without any further evaluation if they do not meet all of the following five qualifications:

- 1) Must have on staff (or team²), and who will be assigned to the contract resulting from this RFQ, a communication systems designer, who has designed at least two (2) different projects that included installation of new Closed Circuit Television (CCTV) Cameras; and
- 2) Must have on staff (or team²), and who will be assigned to the contract resulting from this RFQ, a Project Manager who managed at least two (2) different projects that included upgrading of a video management system; and
- 3) Must have on staff (or team²), and who will be assigned to the contract resulting from this RFQ, a person who has completed the design and specification of at least two (2) video management systems that manages at least one hundred fifty (150) cameras; and
- 4) Must have on staff (or team²), and who will be assigned to the contract resulting from this RFQ, a person who has completed the design and specification of at least two (2) projects that integrated a video management and an access control system; and
- 5) Must have on staff (or team²), and who will be assigned to the contract resulting from this RFQ, the following personnel:
 - (1) a Registered Architect (RA) licensed in the State of Michigan; and
 - (2) a Professional Engineer (PE), licensed in the State of Michigan, with electrical engineering experience
- 6) Must be able to comply with State of Michigan Occupational Code (Public Act 299 of 1980), including Section 339.2010 by the response deadline to this RFQ12-004. This State of Michigan Public Act may be accessed at web link:
[http://www.legislature.mi.gov/\(S\(bomucs5510og1a55nlkbg155\)\)/documents/mcl/pdf/mcl-299-1980-20.pdf](http://www.legislature.mi.gov/(S(bomucs5510og1a55nlkbg155))/documents/mcl/pdf/mcl-299-1980-20.pdf)

1 Respondent: is defined as a business (corporation, joint venture, LLC, partnership, sole proprietor, etc.) that submits a Response to this RFQ and will be contractually bound under the contract with the Airport Authority if selected by the Airport Authority. Note: If the Respondent is a Joint Venture (JV) or Limited Liability company (LLC), the Minimum Qualifications may be satisfied by the JV or LLC entity itself or by any member of the JV or LLC.]

2 Team Member: an entity identified in the Respondent's response to this RFQ that will be assigned to one or more project(s) outlined in this RFQ if awarded the contract. A Team Member may be the Respondent's business (as identified on the Business Information Questionnaire included in the RFQ), or a Subconsultant, or if the Respondent is a partnership or joint venture, an entity that is part of the partnership or joint venture.

SECTION 4 – SCOPE OF SERVICES

- 1) **OVERVIEW:** The successful Respondent (Designer) will be the Architect/Engineer of Record and will provide all necessary planning, surveying, geotechnical investigation, architectural design, engineering, bid phase services, construction oversight, quality assurance testing, and other related services required by the Airport Authority for successful implementation of CCTV system improvements, including, at a minimum, an enterprise level networked VMS.

Upon ranking of the Respondents, the Airport Authority will enter into negotiation of detailed scope and not-to-exceed fee for services to complete the required services as summarized in this RFQ, with the highest ranked team. If the scope and reasonable fee cannot be agreed to by the Respondent and the Airport Authority, the Airport Authority will end negotiations, and begin negotiations with the second ranked Respondent. The process will continue until a scope and fee is acceptable to the Airport Authority. If the negotiations for scope and fee with the lowest ranked Respondent are unsuccessful, the Airport Authority will re-solicit for architectural/engineering services.

- 2) **SCOPE OF WORK:** The scope listed below is not intended to be all inclusive of the work to be performed. The description given is intended to convey a general scope of services to allow Respondents to provide information of the experience, qualifications, and expertise of their team that is directly applicable to the Airport Authority's project. Subcontracting and/or teaming with other consultants to accomplish portions of the over-all project is acceptable. The scope of the project includes:

- a) Specify all equipment and software necessary to implement an enterprise level networked Video Management System (VMS). The new VMS will replace the existing CCTV system which consists of:
- Pelco System 9740 CM9740-CC1 matrix switcher (2)
 - Pelco System 9740 CM9740-MXB matrix Bay (2)
 - Pelco System 9760 CM9760-ALM alarm interface unit (1)
 - Pelco System 9760 CM9760-CCC hot switch (1)
 - Pelco System 9760 CM9760-CPS hot switch (1)
 - Pelco System 9760 CM9760-CDU-T code distribution unit (4)
 - Pelco System 9760 CM9760-REL relay interface unit (1)
 - Pelco System 9760 CM9760-SEU hot switch (1)
 - Pelco Duplex Color Multiplexer (4)
 - American Dynamics Intellex Ultra DVR (4)
 - American Dynamics 12TB RAID Storage System (4)
- b) The VMS must integrate with the Airport's Access Control System (ACS) – Software House CCure 9000 2.50 SP1 with everRun Stratos 7.4.1. The integrated VMS/ACS system should provide for the following functionality:
- Fully integrate video management system with CCure 9000 access control system
 - View video and access control information from a single interface
 - View live and recorded video from CCure 9000 workstation
 - Full camera control, including PTZ from CCure 9000 workstation
 - View, search and playback functions from CCure 9000 workstation
 - On-screen controls including record start/stop

- Query recorded video for specific camera(s) according to start and end date/time
 - Export or e-mail saved video clips
 - View live video via pop-up window from cameras represented by camera/dome icons on maps
 - Trigger video camera presets and recording from access control alarms/events
 - Display up to four live videos on event activation
 - Replay up to four cameras – same time interval – in quad format
 - Synchronize time between video management and access control systems
 - Monitor camera and VMS server status through CCure 9000 workstation
 - Include security features that prevent originally recorded video from being altered in any way
 - Supports operator restrictions to live and recorded video by password
- c) The VMS shall incorporate video analytics with minimum features to include camera tampering, unattended objects, wrong direction, loitering, perimeter intrusion detection, and potentially the automatic tracking of an object/person of interest across multiple cameras.
- d) Three multi-use (ACS and VMS) workstations: two (2) in the Airport Operations Center, and one (1) in the ARFF Operations Center.
- e) Four VMS workstations as follows: Airport Operations Center (1), ARFF Operations Center (1), Transportation Security Administration (1), and Customs and Border Protection (1).
- f) Establish a phasing plan that supports the migration from the existing analog camera system to an IP-based camera system. Identify additional equipment (e.g. multi-channel encoders) required to maintain system functionality during the transition period.
- g) Evaluate new camera types to include Fixed, Pan-Tilt-Zoom (PTZ), Megapixel and 360 degree. At a minimum, cameras must support H.264 compression and multiple network interfaces.
- i. Fixed cameras shall meet the following minimum requirements:
 - a. Variable lens - Lenses shall be determined upon final location of the camera and desired field of view.
 - b. At least 1.2 megapixel, 0.065 lux.
 - ii. PTZ cameras shall have the following minimum requirements:
 - a. 20X optical/12x digital zoom.
 - b. 0.065 lux.
 - iii. High Definition (HD) cameras shall have the following minimum requirements:
 - a. At least 2 megapixel resolution, higher resolution is preferred.
 - iv. 360 degree cameras shall have the following minimum requirements:
 - a. Multiple lenses to cover 360-degree view.
 - b. Outputs from all lenses glued into two 180-degree panoramic frames.
- h) Evaluate additional camera locations that would enhance security and operations.
- i) Specify all equipment necessary for supporting infrastructure including conduit, cable, power, UPS equipment, network switches, optical fiber, etc.
- a. All equipment and materials shall be standard components that are regularly manufactured and approved by the VMS manufacturer and the Airport Authority.

All systems and components shall have been thoroughly tested and have been proven during actual use.

- b. An Internet Protocol (IP) based network will be evaluated for the installation of the additional cameras that will be designed as part of this project.
- j) Develop plans and specifications for new consoles/workstations in the existing Airport Operations Center (AOC), and the Aircraft Rescue Firefighting (ARFF) Operations Center. The console design and room layout must positively address employee comfort, efficiency, ergonomics, aesthetics, flexibility and maintainability.

The plans should accommodate two positions in the AOC, and one position in ARFF Ops, each configured with the following systems:

- Multi-use (ACS and VMS) workstation
- Airport Authority LAN workstation
- Motorola MIP5000 radio console
- Cisco 7965/7916 IP phone/expansion module

The plans should accommodate an additional position at each location configured with the following systems:

- VMS workstation
- Airport Authority LAN workstation
- Law Enforcement Information Network (LEIN) workstation
- Fire alarm system workstation
- Air Traffic Control Tower (ATCT) crash phone

- k) Specify all training of Airport Authority, TSA and CBP staff on the VMS, associated workstations, and camera functionality as recommended by the manufacturers and/or the Airport Authority.
- l) Document equipment to be replaced and specify procedures for removal and turn over to the Airport Authority.

- 3) **ANTICIPATED REQUIRED SERVICES:** It is anticipated that the successful Respondent (Designer) will provide all necessary services required to efficiently and effectively design and specify systems that meet the Airport Authority's requirements.

The Designer is expected to complete all necessary presentations, reports, studies, engineering, construction oversight, and system verification. A general summary of the anticipated phases and services is as follows:

- a) Preliminary Design - This phase involves all activities required to determine existing conditions, confirm program requirements, develop alternatives, and provide analysis, data, and reports to assist the Airport Authority. In this phase, it is anticipated that the Designer will:
 - i) plan, conduct, and prepare the necessary surveys, existing field condition investigations, and engineering studies for preliminary design considerations;
 - ii) meet with Airport Authority personnel to establish project requirements; develop alternatives, schedules, phasing strategies; complete necessary research, evaluations, analysis, and reports;

- iii) develop design schematics, sketches, and preliminary layouts to support alternatives;
 - iv) develop and prepare preliminary cost estimates;
 - v) develop and prepare preliminary project design schedules;
 - vi) other preliminary design service efforts and tasks, as required.
- b) Final Design Phase - In this phase, it is anticipated that the Designer will:
- i) collect engineering data, conduct field investigations of existing conditions for all utilities, meet with Airport Authority staff, and complete all studies;
 - ii) conduct design review conferences to obtain Airport Authority design comments and resolve design matters;
 - iii) prepare detailed cost estimates at each aspect of detailed design;
 - iv) prepare and complete construction drawings and specifications based upon final design approval;
 - v) prepare all permit applications and provide necessary fees, attachments and exhibits for the Airport Authority to submit to local, State, and Federal permitting agencies; and
 - vi) other final design phase efforts and tasks, as required.
- c) Bidding Phase. This phase includes but not limited to:
- i) Preparation of addenda as required.
 - ii) Evaluate bids, unit rates, and extended costs for all bid items.
 - iii) Evaluate voluntary alternates and exceptions to the technical specifications.
 - iv) Prepare recommendations for the award of the construction contracts.
 - v) Incorporate all addendum into drawings issued for construction.
 - vi) Other bidding phase efforts and tasks as required.
- d) Construction Oversight Phase - In this phase, it is anticipated that the Designer will:
- i) provide consulting services and recommendations to the Airport Authority during all phases of construction;
 - ii) assist the Airport Authority at the preconstruction conferences;
 - iii) administer the Airport Authority's Form of Agreement and all terms and conditions of the Construction Services Agreement;
 - iv) observe work in progress, document quantities of work completed, and maintain field investigation reports including relevant information associated with the work;
 - v) provide periodic reports to the Airport Authority;
 - vi) review and approve shop drawings submitted by the Contractor for compliance with the design drawings and specifications;
 - vii) prepare bulletins and assist Airport Authority to negotiate costs for Airport Authority directed changes;
 - viii) review Contractor change order requests and consult with the Airport Authority on applicability to the project(s) based on the construction contract terms and conditions;
 - ix) observe construction, document field progress, inspect differing site conditions, and observe change order work;
 - x) review Contractor draft pay-applications and approve quantities for payment;
 - xi) make observations at substantial completion and prepare punch-lists;
 - xii) prepare final reports, as required by the Airport Authority;
 - xiii) prepare record drawings to illustrate as-built conditions;
 - xiv) conduct warranty inspections immediately prior to expiration of all applicable warranties;

- xv) prepare Engineering Report(s); and
- xvi) other construction administration phase efforts and tasks as required.

- 4) STANDARDS, GUIDELINES AND CODES COMPLIANCE:** All work shall be in strict compliance with the most current editions of the following:
- a) Michigan Building Code;
 - b) International Fire Code;
 - c) Michigan Mechanical Code;
 - d) Michigan Plumbing Code;
 - e) Michigan Electrical Code;
 - f) National Environmental Policy Act (NEPA);
 - g) National Fire Protection Association (NFPA) 101 Life Safety Code;
 - h) NFPA 2001 Clean Agent Fire Extinguishing Code;
 - i) Transportation Security Administration (TSA) requirements;
 - j) American Association of State Highway and Transportation Officials (AASHTO) design standards;
 - k) Michigan Occupational Safety and Health Administration (MIOSHA);
 - l) Michigan Department of Transportation (MDOT) requirements;
 - m) Americans with Disability Act Accessibility Guidelines (ADAAG);
 - n) Other referenced NFPA codes and standards as directed by Authority Having Jurisdiction (AHJ); and
 - o) All other applicable Federal, state and local regulations, laws and ordinances.

Note: These codes and standards are minimum requirements, and additional requirements may be required by the AHJ or the Airport Authority.

- 5) ANTICIPATED MILESTONE SCHEDULE:** It is the Airport Authority's intent to meet the following tentative dates for this project. This anticipated schedule may be updated and revised by the Airport Authority.

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| a) Complete Evaluation of Responses to this RFQ | November 2018 |
| b) Interview Short-Listed Firms (if required) | December 2018 |
| c) Complete Negotiation of Professional Services Agreement | January 2019 |
| d) Recommend Award of Professional Services Agreement | February 18, 2019 |
| e) Issue Designer Notice to Proceed and Begin Design | March 1, 2019 |
| f) Issue Construction/Installation Request for Bids | TBD |
| g) Award Construction/Installation Service Contract | TBD |
| h) Issue Construction/Installation Notice for Proceed | TBD |
| i) Begin Construction//Installation | TBD |
| j) Complete Construction/Installation and testing | TBD |
| k) Professional and Construction Services closeout | TBD |

SECTION 5 – SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

- 1) **CONTRACT TERM:** The contract term commences upon issuance of the Airport Authority's Notice to Proceed and will expire upon final payment for all required services. It is anticipated that the contract will commence in March 2019 and all required services will be completed in TBD.
- 2) **PAYMENT:** The Airport Authority will pay the successful Respondent (Designer) monthly based upon submission of a correct and complete invoice in accordance with the Form of Agreement and all Airport Authority requirements.
- 3) **INSURANCE SUBMISSION REQUIREMENTS:** Proof of insurance as stated in the insurance requirements listed in the Form of Agreement and General Terms and Conditions of this RFQ will be required within five (5) days of request. To expedite the process, it is suggested that the Respondent submit a copy of its current insurance coverage with its Response.
- 4) **INSURANCE REQUIREMENTS:** In accordance with the Form of Agreement and General Terms and Conditions (Article III, Section 3), the Successful Respondent, at its own expense and in its own name, and with the Capital Region Airport Authority as additional insureds for commercial general and automobile liability coverages, must provide and keep in force during the term of this Agreement, the required insurance coverages provided by a company(s) licensed to conduct business in the State of Michigan, acceptable to Airport Authority, with limits not less than indicated for the respective items or as otherwise agreed.
- 5) **CONFLICT OF INTEREST:** The Airport Authority reserves the right to reject a Response if the Respondent has a contract or other relationship with a client that is determined by the Airport Authority to be a legal or business conflict that is unwaivable or that the Airport Authority, at its sole discretion, is unwilling to waive.
- 6) **BADGING AND ACCESS REQUIREMENTS:** The Designer will be required to obtain Airport Authority identification badges for employees and vehicle access permits to provide services on the AOA. At a minimum, supervisor and/or management personnel must be badged. In addition, some of the work may require access to the Customs and Border Protection (CBP) areas with must be authorized by CBP. To obtain information about the security badging process contact the Badging Office at (517) 886-3724, or follow the link: <http://flylansing.com/airlines-security/operations-and-badging-information>
- 7) **KEY PERSONNEL AND SUBCONSULTANTS:** It is essential that the successful Respondent(s) (Designer) provide adequate experienced personnel and sub-consultants, capable of and devoted to the successful accomplishment of work to be performed under the contract. The Designer must agree to assign specific individuals ("Key Personnel") as identified in the Response to the Key positions.
 - a) The Respondent agrees that, once assigned to work under the contract, Key Personnel and sub consultants shall not be removed or replaced without written notice to the Airport Authority.
 - b) If Key Personnel and sub-consultants are not available for work under the contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Respondent shall immediately notify the Airport Authority, and shall, subject to the concurrence of the

Airport Authority, replace such personnel with personnel of substantially equal ability and qualifications.

8) REQUIRED DOCUMENT FORMAT AND SOFTWARE:

- a) The successful Respondent will be required to submit in English all final documents in hard copy and electronic format as requested by the Airport Authority (such as Word 2007, Excel 2007, AutoCAD 2011, PDF and TIFF).
- b) The successful Respondent will be required to provide a web-based project management system and document management system acceptable to the Airport Authority. The system(s) must allow for the management of the business processes used by the Airport Authority for the planning, design and construction of capital projects. The system must assign the Airport Authority as system administrator, utilize a named user assignment, and track all data entry and modifications for audit purposes.

SECTION 6 – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

1) **EVALUATION PROCESS:** All Responses received will be evaluated by an Evaluation Committee comprised, at a minimum, of Airport Authority representatives from three different operating divisions/departments. All Responses will first be evaluated for responsiveness, then responsibility. All responsive and responsible Responses will be evaluated on the following criteria, which are listed in descending order of importance:

- a) Experience and Qualifications
- b) Approach to the Project
- c) Resource Management Plan & Schedule

Each Response submitted in reply to this RFQ shall focus on these criteria. In addition, the Evaluation Committee also may consider the past performance of the Respondent on other contracts with the Airport Authority or other entities. The Airport Authority reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

2) GENERAL SUBMITTAL REQUIREMENTS:

- a) **RESPONSE DEADLINE:** The Response is due not later than the date and time listed on the Cover Page of this solicitation. The deadline date may in some instances change during the solicitation issuance period. If any deadline date for submission changes, such change will be issued in a published Addendum to this solicitation PRIOR to the deadline date indicated on the Cover Page of this solicitation.
- b) **NUMBER OF COPIES:** One (1) original, plus three (3) copies (four [4] total) of the entire Response must be submitted. The original must be marked "Original". Each copy must be identical to the original.

3) SPECIFIC SUBMITTAL REQUIREMENTS:

RESPONSE FORMAT AND CONTENT:

Each Response should be prepared simply and economically. Responses shall be in the same order as listed in this Section and "**tabbed**" as follows to ensure the Evaluation Committee is able to easily locate the information that is requested in this solicitation. Respondents should separate each section of their Response with labeled tabs.

- a. **TAB 1 – INTRODUCTION.** Under Tab 1, include the following:
 - i) **Cover Letter.** Provide an introduction of the Respondent and its team members. The cover letter must not exceed two pages. It should contain at a minimum the following information:
 - (1) Acknowledgment that the Respondent has reviewed the RFQ in its entirety and understands and accepts the requirements of the RFQ process.
 - (2) Statement of how the Respondent's team is uniquely qualified to be the Designer of the Project.
 - (3) Statement containing Respondent's SBE commitment for the contract that results from this RFQ.

- ii) **Table of Contents.** Provide a detailed table of contents listing major sections and subsections that correspond to the requirements of the Request for Qualifications. The Table of Contents must list the page number for the beginning of each section.
- iii) **Organization Chart.** Provide an organizational chart that illustrates the relationship between the Team Members proposed for the Project described in this RFQ.
- iv) **Actual or Potential Conflicts of Interest:** Provide information of whether the Respondent poses a conflict of interest with the Airport Authority. The Respondent should also describe the system in place for identifying potential conflicts. The Respondent must immediately advise the Airport Authority in writing of any real or possible conflicts that arise after the submission of its qualifications statement.

b. TAB 2 – FORMS. Under Tab 2, include the following forms:

- i) A signature binding the offer (i.e. Response Form). Note: The Respondent must include a signature binding the offer with the Response, or the Response will be deemed nonresponsive and rejected without any further evaluation.
- ii) Subconsultant Form(s)
The Response must include information about each Subconsultant that will be utilized in the contract. Subconsultant can only be added or removed after submittal of the Response with the prior written approval of the Airport Authority through its Chief Executive Officer.
- iii) Verification of Minimum Qualifications Form
- iv) Business Information Questionnaire

SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The Respondent should include the following items, which are specific to the evaluation criteria.

c. TAB 3 – EXPERIENCE AND QUALIFICATIONS OF THE RESPONDENT AND OTHER TEAM MEMBERS. Under Tab 3, provide the following information:

- i) **Experience and Qualifications of the Respondent’s Team.** Provide information for each Team Member (Respondent and each subconsultant) that illustrates the background and experience of each firm. The following information must be included:
 - (1) Team member’s name, firm history, organizational structure, professional memberships/affiliations, awards, recognitions, honors, etc.;
 - (2) Locations (City and State) of all offices of the Team Member. Percent of Team Member’s work that is anticipated be completed in each office;
 - (3) Identify the specific expertise that will be contributed to Project to be completed under the contract resulting from this RFQ;

- (4) Narrative of Team Member's business culture. Include mission statement, values, and current fiscal year initiatives. Explain how each of these will benefit the Airport Authority and the Projects to be completed under the contract resulting from this RFQ.

ii) Experience and Qualifications of proposed assigned Key Personnel. Provide information that illustrates the background and experience of the Key Personnel that will be assigned to the Project listed in this RFQ if a contract is awarded to the Respondent and its team. Key Personnel shall include, at a minimum, the staff members that will be assigned as a result of this RFQ to meet the 'Minimum Qualifications' as outlined in Section 3 of this RFQ. Additional Key Personnel may be identified to further describe the abilities of the Respondent and its subconsultants to provide the required services necessary for the successful completion of the Project outlined in this RFQ. The following information must be included for each staff member of the Respondent that will function as Key Personnel and each staff member of each subconsultant that will function as Key Personnel.

- (1) Individual's name, current employer, education, certifications, licenses, professional memberships/ affiliations, awards, recognitions, honors, etc.;
- (2) Identify the specific role of the individual relative to the Project described in this RFQ;
- (3) Date(s) of service with current employer, and previous employment history with date(s) of service; if not employed during any period, state "not employed" for that period;
- (4) Information related to the five (5) most recent projects that have been completed within the past ten (10) years that are most similar to the Project outlined in this RFQ. Include the project's name, location, description, scope, size, cost, owner, owner point of contact information, milestone dates, unique features and challenges resolved are to be included for each project.

iii) Other Experience and Qualifications Information (three (3) page limit). Include any other information that illustrates the experience and qualifications of the Respondent and its subconsultants that will assist to successfully complete the Project outlined in this RFQ.

d. TAB 4 – APPROACH TO THE PROJECT. Under Tab 4, provide the following information:

i) Quality Assurance Approach. Provide the following information for the Respondent related to the quality assurance approach proposed by the Respondent.

- (1) Describe the Respondent's approach to assuring the quality for the Project. Provide a description of how a similar approach has been successfully utilized on other projects.
- (2) Describe how the Respondent's team will interface with Airport Authority designated representatives, submittals/documentation, change management, schedule control and cost control.

- (3) Describe how the Respondent's team will interface with the implementation team in its approach system deployment, safety, cutover planning, training, user coordination, cutover fall-back, and post cutover testing and problem correction.
- ii) **Technical Approach.** Provide the proposed approach to provide the technical documents and services required for the Project. Include information related to the investigation process proposed by the Respondent to properly identify and determine the technical requirement of the Project.
- iii) **Cost Control Cost.** Describe the approach proposed by the Respondent to assure the Airport Authority of adequate attention to cost and schedule management. Provide a list of tools the Respondent plans to utilize to manage both internal resources and external communications. Provide printed examples of those tools. Provide examples of how similar methods have been used successfully on other relevant projects
- iv) **Challenges, Issues, and Concerns.** Provide a prioritized list, description, and draft plan of action for each challenge, issue, and concerns that the Respondent's team has identified related to the planning, design, engineering and construction of the Project.
- v) **Accurate Cost Estimates.** Provide the detailed method(s) that will be used by the Respondent's team to develop accurate construction cost estimates. Provide the degree of accuracy that can be expected by the Airport Authority.
- vi) **Highest three (3) Priorities.** Provide a narrative of the three items that the Respondent's team believes are most important to successfully completing the Project, and the specific actions that will be taken by the Respondent's team to address this item.
- vii) **Other Approach to the Project Information (six (6) page limit).** Include any other information that illustrates the approach proposed by the Respondent's team to successfully complete the Project.
- e. **TAB 5 – RESOURCE MANAGEMENT PLAN & SCHEDULE.** Under Tab 5, provide the following information:
- i) **Responsibility and Communication Structure.** Provide a chart that illustrates the proposed responsibility assignments and communication strategy between the Key Personnel for the Project described in this RFQ.
- ii) **Staff Assignments.** Provide the Respondent's approach to assigning staff, its estimated time of response to the Airport Authority staff, and its ability to respond to the Airport Authority's needs on short notice and comply with tight timelines and assignments.
- iii) **Proposed Schedule.** Assuming that the Designer is given a Notice to Proceed on March 1, 2019, provide the proposed schedule of activities that the Respondent believes is achievable to complete drawings and specifications for the Project.

viii) Other Resource Management Plan & Schedule Information (six (6) page limit).

Include any other information that illustrates the how resources or schedules will be managed by the Respondent's team to successfully complete the Project.

- f. **TAB 6 – PROPOSED EXCEPTIONS:** Under Tab 6, the Respondent shall clearly identify any proposed deviations from the language in the Request for Qualifications (including its Form of Agreement). Each exception must be clearly defined and referenced to the proper paragraph in this RFQ. The exception shall include, at a minimum, the Respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Respondent's response, the Airport Authority will rely on complete conformance with this specification and the successful Respondent will be required to perform accordingly. Responses not meeting all requirements may be rejected. Responses taking exception to material term/conditions in the Form of Agreement (i.e. indemnification, subrogation, insure, ownership of documents, government requirements) will not be considered. If the Respondent has no Proposed Exceptions, the Respondent should indicate "None" under this tab of its Response. The Airport Authority reserves the right to accept or to allow the Respondents to withdraw any or all exceptions.

SECTION 7 – REQUIRED FORMS

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RESPONSE FORM

Failure to submit a signature binding the offer with your Response shall result in your Response being deemed nonresponsive and rejected without any further evaluation.

TO: CAPITAL REGION AIRPORT AUTHORITY:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Qualification.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer and Form of Agreement, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the Airport Authority, for the term as stated herein, and to enter into an Agreement with the Airport Authority, in accordance with the Conditions, Scope and Terms, as well as the Form of Agreement, together with any written addendum as specified above.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Process and Submittal Requirements section of this RFQ.

RESPONSE FORM – Continued

No Response shall be accepted which has not been signed.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

Address (NO P.O. BOX ALLOWED)

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Federal Tax ID

Date

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

SUBCONSULTANT FORM

Failure to complete this form and/or provide the information requested may result in your Response being deemed nonresponsive and rejected without any further evaluation.

Are there any subconsultants to be utilized under this contract?

___YES - You must complete both pages*.

___NO - You must complete only this page.

***A separate Subconsultant Form must be completed by each subconsultant intended to be used on the contract at the time the proposal is submitted and/or prior to the Response Deadline, unless prior alternative arrangements have been made with the Airport Authority.**

Ensuring completion of the Subconsultant Form is the responsibility of the Respondent, and failure of the Respondent to timely arrange for its prospective subconsultant to complete and submit the form to the Airport Authority as part of the Response may result in its Response being deemed nonresponsive.

ACKNOWLEDGED BY:

Business Name: _____

Name: _____
(Authorized Representative)

Title: _____
(Authorized Representative)

Signature: _____
(Authorized Representative)

Date: _____

SUBCONSULTANT FORM Continued

(You must submit this form for **each** subconsultant. If you have more than one subconsultant, make additional copies of this form, as needed)

Prime Consultant _____

State relationship, if any, between Prime Consultant and each Subconsultant: _____

NOTE: Both the Prime Consultant and Subconsultant must sign this form appropriately.

Subconsultant: _____ Fed Tax ID _____ SBE Cert. #, if applicable: _____

Address: _____ P.O. Box _____

City: _____ County _____ State _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Primary contact person: _____ Phone: (____) _____

Owners/Partners/Corporate Directors/Principal Stockholders (>5% stock holdings): _____

Detailed description of the work to be self-performed by the subconsultant: _____

Amount of subcontract: \$ _____ TBD _____ Percent of total contract: _____ %

ACKNOWLEDGEMENTS:

SUBCONSULTANT:

I acknowledge that all the above information has been completely filled out and is true.

Authorized Signature

Name & Title

Date

PRIME CONSULTANT:

I acknowledge that all the above information has been completely filled out and is true.

Authorized Signature

Name & Title

Date

VERIFICATION OF MINIMUM QUALIFICATIONS FORM

Failure to complete this form or provide the information to the Airport Authority shall result in your Response being deemed nonresponsive and rejected without any further evaluation.

Describe how you meet or exceed each of the Minimum Qualifications listed in Section 3 of this RFQ by providing the requested information as follows:

- 1) Provide information below to demonstrate that the Respondent has on staff (or team), and who will be assigned to the contract resulting from this RFQ, a communication system designer, who has designed at least two (2) different projects that included installation of new Closed Circuit Television (CCTV) cameras.

Name of Communication Systems Designer: _____

a) Name of Project: _____

Location: _____

Was the above listed Communication Systems Designer responsible for the design of this project? Yes _____ or No _____ (check one)

How many new cameras were installed as part of the project? _____

Client: _____

Contact Name: _____ Title: _____

Contact Phone Number: _____ Contact Email: _____

Describe the communication system design for this Project for which the Communication Systems Designer was responsible.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM – Continued

b) Name of Project: _____

Location: _____

Was the above listed Communication Systems Designer responsible for the design of this project? Yes _____ or No _____ (check one)

How many new cameras were installed as part of the project? _____

Client: _____

Contact Name: _____ Title: _____

Contact Phone Number: _____ Contact Email: _____

Describe the communication system design for this Project for which the Communication Systems Designer was responsible.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM – Continued

- 2) Provide information below to demonstrate that the Respondent has on staff (or team), and who will be assigned to the contract resulting from this RFQ, a Project Manager who managed at least two (2) different projects that included upgrading of a video management system.

Name of Project Manager: _____

a) Name of Project: _____

Location: _____

Was the above listed Project Manager responsible for the management of this project?

Yes _____ or No _____ (check one)

Did the project include upgrading a video management system?

Yes _____ or No _____ (check one)

Client: _____

Contact Name: _____ Title: _____

Contact Phone Number: _____ Contact Email: _____

Describe what portion of the video management system was upgraded as part this Project.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM – Continued

b) Name of Project: _____

Location: _____

Was the above listed Project Manager responsible for the management of this project?
Yes _____ or No _____ (check one)

Did the project include upgrading a video management system?
Yes _____ or No _____ (check one)

Client: _____

Contact Name: _____ Title: _____

Contact Phone Number: _____ Contact Email: _____

Describe what portion of the video management system was upgraded as part this Project.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM – Continued

- 3) Provide information below to demonstrate that the Respondent has on staff (or team), and who will be assigned to the contract resulting from this RFQ, a person who has completed the design and specification of at least two (2) video management systems that manage at least one hundred fifty (150) cameras each.

Name of Person: _____

a) Name of Project: _____

Location: _____

Was the above listed person responsible for the design and specification of the video management system on this project? Yes _____ or No _____ (check one)

How many cameras are managed by the video management system that was designed and specified on this project? _____

When was the design and specification of the video management system completed?

Month _____ Year _____

Client: _____

Contact Name: _____ Title: _____

Contact Phone Number: _____ Contact Email: _____

Describe what was designed and specified as part this Project.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM – Continued

b) Name of Project: _____

Location: _____

Was the above listed person responsible for the design and specification of the video management system on this project? Yes _____ or No _____ (check one)

How many cameras are managed by the video management system that was designed and specified on this project? _____

When was the design and specification of the video management system completed?
Month _____ Year _____

Client: _____

Contact Name: _____ Title: _____

Contact Phone Number: _____ Contact Email: _____

Describe what was designed and specified as part this Project.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM – Continued

- 4) Provide information below to demonstrate that the Respondent has on staff (or team), and who will be assigned to the contract resulting from this RFQ, a person who has completed the design and specification of at least two (2) projects that integrated a video management and an access control system.

Name of Person: _____

a) Name of Project: _____

Location: _____

What was the above listed person responsible for the design and specification of?
Video management System _____ Access Control System _____

Did the project include integration of a video management and an access control system?
Yes _____ or No _____ (check one)

When was the design and specification of the project completed?
Month _____ Year _____

Client: _____

Contact Name: _____ Title: _____

Contact Phone Number: _____ Contact Email: _____

Describe what was designed and specified as part this Project.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM – Continued

b) Name of Project: _____

Location: _____

What was the above listed person responsible for the design and specification of?
Video management System _____ Access Control System _____

Did the project include integration of a video management and an access control system?
Yes _____ or No _____ (check one)

When was the design and specification of the project completed?
Month _____ Year _____

Client: _____

Contact Name: _____ Title: _____

Contact Phone Number: _____ Contact Email: _____

Describe what was designed and specified as part this Project.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM – Continued

5) Provide information below to demonstrate that the Respondent has on staff (or team), and who will be assigned to the contract resulting from this RFQ, the licensed professionals required in Minimum Qualification 5.

a) Name of Registered Architect (RA): _____

Michigan License Number: _____

Employer: _____

b) Name of Professional Engineer (PE): _____

Michigan License Number: _____

Employer: _____

6) Describe if the Respondent is able to comply with State of Michigan Occupational Code (Public Act 299 of 1980), including Section 339.2010. This State of Michigan Public Act may be accessed at web link:

[http://www.legislature.mi.gov/\(S\(bomucs5510og1a55nlkbg155\)\)/documents/mcl/pdf/mcl-299-1980-20.pdf](http://www.legislature.mi.gov/(S(bomucs5510og1a55nlkbg155))/documents/mcl/pdf/mcl-299-1980-20.pdf)

Do you comply with this requirement? YES _____ or NO _____ (check one)

What is the earliest date the Respondent complied or will be able to comply?

Month _____ Year _____

BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form may result in your Response being deemed nonresponsive and rejected without any further evaluation.

NAME OF BUSINESS _____

PRINCIPAL OFFICE ADDRESS _____

TELEPHONE NUMBER _____

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

State of Incorporation/Registration _____ Date of Incorporation/Registration _____

Partnership () If Partnership, select one of the following: Limited () or General ()

Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation Other Than the Respondent Directorship

| Name | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

ADDITIONAL INFORMATION REQUIRED BY THE AUTHORITY

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of outstanding stock)

| Name | Address |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Capital Region Airport Authority, or with any of its board members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet) _____

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Business)

By: _____
(Signature)

Date

(Title)

By: _____
(Signature)

Date

(Title)

ATTACHMENT A – FORM OF AGREEMENT

The successful Respondent and the Airport Authority shall be required to sign the attached Form of Agreement.

FORM OF AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
FOR
ARCHITECTURAL/ENGINEERING AND RELATED SERVICES FOR
CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM IMPROVEMENTS
AT
CAPITAL REGION INTERNATIONAL AIRPORT**

between

CAPITAL REGION AIRPORT AUTHORITY

and

[NAME OF SUCCESSFUL RESPONDENT]

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THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CAPITAL REGION AIRPORT AUTHORITY**, a Public Body Corporate, with principal offices located at the Capital Region International Airport, Lansing, MI 48906 (hereinafter referred to as the "Airport Authority"); and **SUCCESSFUL RESPONDENT**, a **[state of incorporation]** corporation, having principal offices located at **[address]**, (hereinafter referred to as the "Designer").

WHEREAS, the Capital Region Airport Authority owns the Capital Region International Airport, located in Lansing, Michigan (hereinafter referred to as "Airport"); and

WHEREAS, pursuant to amendment to the Michigan Aeronautics Code, being the Airport Authorities Act, MCL 259.801 - 259.823, the operational jurisdiction of the Airport lies with the Airport Authority, being fully approved by the Federal Aviation Administration; and

WHEREAS, the Airport Authority has the power to lease the Airport premises and facilities and to grant rights and privileges with respect thereto;

WHEREAS, the Airport Authority requires the engineering and related services associated with improvements to the Closed Circuit Television (CCTV) System at the Airport as identified by the Airport Authority within the Request for Qualifications for Architectural/Engineering and Related Service for Closed Circuit Television (CCTV) System Improvements dated **[insert]** (the "RFQ"), which is incorporated by reference herein; and

WHEREAS, the Designer desires to perform such professional services, and possesses the necessary professional qualifications and capabilities to perform the same, as set forth in Designer's Statement of Qualifications in response to the RFQ.

NOW, THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, it is agreed as follows:

ARTICLE I
GENERAL PROVISIONS

I-1 Project Management

All services undertaken pursuant to this Agreement shall be managed by the Airport Authority.

I-2 Services Description

The Airport Authority desires to engage the Designer to perform services and other related work, said work to be hereinafter referred to as the "Services" for the comprehensive professional engineering, architectural and consulting services required in connection with the improvements to the CCTV System at the Airport (the "Project"), and as set forth in **Exhibit A** (Scope of Services), attached hereto and incorporated herein.

The Services may include, but not be limited to, planning, environmental, civil, structural, mechanical, and electrical engineering design; architectural design; utilities and infrastructure design; storm water and drainage system design; surveying; preparation of plans, specifications and engineer's reports; cost estimating and scheduling; technical studies; permitting; bidding and award; preparation of construction project manuals; construction administration and resident engineering inspection; Quality Acceptance testing; project record-keeping and close-out services and all services reasonably implied from any of the written materials; and all other related services.

I-3 Contract Terminology

I-3.a. The headings of the Sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

I-3.b. Unless the context otherwise expressly requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

- I-3.c. As used herein, the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be applicable to all genders.
- I-3.d. For purposes of the hold-harmless (indemnification) provisions contained herein, the term "Airport Authority" shall be deemed to include the Capital Region Airport Authority, and all other associated, affiliated, or subsidiary entities, now existing or hereafter created, and their board members, officers, agents, and employees.
- I-3.e. As used herein, the term "**Letter of Authorization**" shall be defined as the written authorization issued by the Airport Authority, to the Designer, notifying the Designer to proceed with the Services for a specified "design to cost", within a specified time period, and for a design fee that is not to exceed a specified amount.
- I-3.f. As used herein, "**Capital Region Airport Authority Board**" (hereinafter, the "Board") shall mean the members of the Airport Authority Board, as appointed in accordance with the Michigan Airport Authorities Act, being M.C.L. 259.801 - 823.
- I-3.g. As used herein, "**Contract Documents**" shall mean the RFQ and the Exhibits attached thereto; this Agreement and the Exhibits attached hereto; the Letter of Authorization and any attachments; the Schedule of Services; any bonds delivered by the Contractor as required by the Contract Documents; all Drawings, Specifications or other documents developed by Designer in the performance of this Agreement; and Change Orders and other Modifications issued after execution of this Agreement. These documents form the entire agreement between the Parties and all such documents are as fully a part of the Contract Documents as if attached to this Agreement or repeated in full herein.
- I-3.h. As used herein, "**Drawings**" shall mean the graphic and pictorial portions of the Contract Documents prepared by the Designer showing the design, location, scope and dimensions of the Project, generally including plans, elevations, sections, details, schedules and diagrams.

I-3.i. As used herein, "**Specifications**" shall mean that portion of the Contract Documents consisting of written descriptions and requirements of a technical and/or procedural nature for materials, equipment, construction systems, standards and workmanship.

I-4 Responsibility of the Designer

I-4.a. The Designer shall be responsible for the professional quality, technical accuracy, and the coordination of all design disciplines, construction documents, specifications and other services furnished by the Designer's state-licensed engineer or architect under this Agreement. The Designer shall, without additional compensation, correct or revise any errors, omissions, or deficiencies in its designs, construction documents, specifications and other services.

I-4.b. Neither the Airport Authority's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Designer shall be and remain liable to the Airport Authority in accordance with applicable law for all damages to the Airport Authority caused by Designer's negligent performances of any of the Services furnished under this Agreement.

I-4.c. The Designer will be responsible to verify all existing conditions within the Project site including but not limited to: underground utilities, abandoned fuel systems, abandoned building and jetbridge foundations (if applicable) or structures, existing buildings or structures, pavement condition, hazardous materials, storm water drainage, and soil conditions. Designer's verification must include horizontal and vertical locations of the existing conditions. Designer must submit field inspection reports to the Airport Authority as a precondition of application for payment of Services related to field inspection tasks. Designer shall advise the Airport Authority in writing no later than five (5) calendar days from first discovery of differing field

conditions if conditions differ from those shown on records provided by the Airport Authority or an agent of the Airport Authority. Designer accepts all responsibility for existing conditions unless it notifies the Airport Authority in writing as provided herein.

I-4.d. The Designer shall work in conjunction with other Project members including but not limited to: the Airport Authority and its divisions, team subconsultants, specialty designers, if any, hired by the Airport Authority as part of the Project, any State of Michigan and local governmental agencies, and the FAA.

1-4.e. The Designer shall be responsible for all other duties as set forth in **Exhibit A**.

1-4.f. The Designer acknowledges the Airport Authority is relying on the Designer's special skill and expertise in projects of the type described herein. The Designer represents to the Airport Authority that the Services will be performed as expeditiously as is consistent with the standard of care and the orderly progress of the Project. The Services must be provided consistent with the professional standard of care and in compliance with applicable Federal, State and local laws, codes, regulations, and ordinances. Furthermore, the Designer must provide documents that are complete, correct, and within the applicable budget(s) and schedule(s) set forth herein. To the extent caused by Designer's errors, omissions or negligence, the Designer shall be responsible for 100% of any resulting costs.

I-5 Airport Authority's Responsibilities

I-5.a. Furnish for the use of the Designer, the Airport Authority's design standards and such other general design parameters and coordination information as may be available.

I-5.b. Review submittals by the Designer and provide direction in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Services.

- I-5.c. Pay the Designer for services rendered according to the schedule established in Section II-16 of this Agreement.
- I-5.d. Furnish to the Designer information that is available that identifies the type and location on the site of underground utilities. The Airport Authority does not guarantee the accuracy of this information, if available. It will be the Designer's responsibility to field-verify all underground utilities, where applicable.
- I-5.e. Direct the flow of Airport information to the Designer.
- I-5.f. Review progress of design activities and preparation of bid documents.
- I-5.g. Develop Request for Bid solicitations, conduct the pre-bid meetings, and award construction contracts for the Project.

ARTICLE II
TERMS OF AGREEMENT

II-1 Performance of Services

- II-1.a. The Services shall be performed in accordance with a design schedule as approved by the Airport Authority and consistent with professional skill and care and the orderly progress of the Project. Designer must submit a draft Project design schedule to the Airport Authority within seven (7) calendar days of the date of this agreement, or as requested by the Airport Authority.
- II-1.b. The Designer agrees that in the performance of Services by it, or by an approved subconsultant, or anyone acting on its behalf, it will, comply with any and all applicable federal, state, and local statutes, ordinances, codes, rules, regulations and FAA Advisory Circulars/Orders.

II-2 Governance of Services

The applicable orders, codes, laws, rules, regulations, and ordinances of the governmental agencies and, where applicable, the Airport Authority, shall govern all Services. In case of a conflict, the most rigorous will apply and the Airport Authority will resolve.

II-3 Professional Representation

By acceptance of this Agreement, Designer represents and warrants that it is knowledgeable of all applicable orders, codes, laws, rules, regulations, and ordinances of federal, state, or municipal authorities as such affect its work; and that it is licensed to perform the Services described in this Agreement; is not subject to any restrictions whatsoever which would prevent it from entering into or carrying out the provisions of this Agreement; possesses the proper skill, training, experience and background so as to be able to perform this Agreement in a competent and professional manner; and has full authority to enter into this Agreement and consummate the transactions contemplated hereby. Designer warrants that the Services shall be consistent with the normal professional standards expected in the architect/engineer

community. Designer shall comply with all such orders, laws, rules, regulations, and ordinances and shall be responsible for any and all damages resulting from its failure to comply with such orders, codes, laws, rules and regulations.

II-4 Sufficient Number of Qualified Employees

The Designer shall have in its employ a sufficient number of qualified employees available to provide the Services in accordance with the approved design schedule. Such qualified employees shall include those employees identified by the Designer and included in the Designer's response to the RFQ, dated [INSERT] (each a "Qualified Employee").

II-5 Professional Endorsement of Work

Designer shall employ professionals licensed to practice Architecture and/or Engineering and/or Surveying in the State of Michigan. In entering this Agreement, the Airport Authority relied upon the qualifications of the Designer's proposed team to provide the agreed upon Services. Designer shall obtain the approval of the Airport Authority prior to the replacement or substitution of any Qualified Employee. The Airport Authority may demand the replacement of any Designer employee or agent at any time, without cause.

II-6 Deliverables

For Services set forth herein, and as a precondition to the Airport Authority's approval of Designer's pay application for Services, the Designer shall deliver to the Airport Authority, in addition to the items specified for each phase of the Project as set forth in **Exhibit A**, the following:

- Copies of field inspection reports verifying existing conditions, as further described in Section I-4c.
- Copies of a monthly report with Project Number, describing the start and end dates of the preceding period that Services were performed, Services completed in the period, Services anticipated for the proceeding period, status of the design budget, status of the design schedule and potential problems with the Project design, budget or schedule.

II-7 Acceptance of Services

All questions which may arise as to the quality and acceptability of the Services, the manner of performances and rate of progress of the Services, and the interpretation of what the completed product should be shall be decided by the Airport Authority. The Airport Authority shall decide all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement.

II-8 Commencement of Services

Services shall commence as set forth in this Agreement upon receipt of a formal Letter of Authorization fully executed by the Airport Authority.

II-9 Ownership of Documents

II-9.a. The Airport Authority shall have unlimited rights, in all Contract Documents, Drawings, designs, Specifications, notes and other works of any sort developed in the performance of this Agreement, without additional compensation to the Designer. The Designer hereby grants to the Airport Authority a paid-up license throughout the world to all such works to which it may assert or establish any claim under design patent or copyright law. Exhibit B provides additional terms and conditions related to the Ownership of Documents.

II-9.b. Upon completion or termination of this Agreement, all documents prepared by the Designer or its subconsultants, including AutoCAD, BIM, and TIFF or PDF drawing files, tracings, Drawings (including as-built drawings), estimates, Specifications, field notes, investigations, and studies. All of such documentation shall be additionally provided digitally through digital data protocol as instruments of Services, shall become the property of the Airport Authority. Designer and its subconsultants may retain copies of documents for information and reference. Documents prepared by the Designer, or its subconsultants, are only intended for the use of the Airport Authority.

II-10 Access to Work for Coordination Purposes

The Designer shall permit the Airport Authority, or its written designees, to have full access to the Contract Documents during the progress of the Services being performed thereon during normal business hours.

II-11 Coordination with Other Designers

To the extent that the Airport Authority contracts with multiple designers for activities related to the Project, the Designer will participate in the review and selection process of these other supporting/specialty designers. The Designer will assist in all Project coordination with all other designers including but not limited to design, engineering, cost estimating, schedule, phasing, bid packaging, permitting, etc.

II-12 Disputes

The presence of disputes between the Airport Authority and Designer, or legal proceedings arising from such disputes, shall not relieve the Designer of its obligations to properly and expeditiously perform the agreed Services. Designer shall inform the Airport Authority, in writing, within five (5) calendar days of the discovery of any dispute arising from or relating to this Agreement. The Airport Authority shall not be liable to compensate the Designer for any additional costs accrued more than five (5) calendar days before the Airport Authority received written notice of that dispute. For clarification, the foregoing sentence shall apply in addition to, not in lieu of, any other limitations of liabilities or remedies provided in this Agreement and shall not be construed to create any right of compensation for Designer that is not otherwise provided in this Agreement or by law, Notification of a dispute does not infer or result in liability in and of itself.

The Airport Authority and the Designer will make good faith efforts to negotiate a resolution of any disputes. Any dispute between the Parties will be first submitted to their respective Executive with authority to resolve the matter. In the event the matter is not

resolved, it will then be submitted to mediation pursuant to the American Arbitration Association Mediation Rules. In the event that the dispute is not resolved at mediation, the Parties may proceed to litigation, except when arbitration is selected by the Airport Authority as stated below. Disputes and claims are subject to the limitations of Section II-33.

Option to Arbitrate. At the Airport Authority's sole and exclusive option, for which separate consideration is acknowledged as received, any and all disputes between the Parties will be resolved by arbitration in accordance with the Construction Arbitration Rules of the American Arbitration Association ("AAA"). In the Airport Authority's sole discretion, it may require one or three arbitrators to be the arbitration panel. The costs of such arbitration will be paid equally by the Parties and each Party will be responsible for its own attorneys' fees, costs and expenses, except as otherwise provided below. The determination of the arbitrator or arbitrators shall be final and binding. The arbitration award may be entered as a final judgment in any court having appropriate jurisdiction. The arbitration will be held in the metropolitan Lansing, Michigan area. Any dispute as to whether a controversy or claim is subject to arbitration must be submitted as part of the arbitration proceeding. Legal costs, actual attorneys' fees, and the fees of expert witnesses may be assessed against any person found to have acted in bad faith.

II-13 Submittals for Agency Reviews

All documents prepared by Designer in the course of its performance of this Agreement shall be submitted to the Airport Authority for review and approval to submit a transmittal to any governmental, administrative, or regulatory agencies. Approval does not mean the approval of substantive content of the documents.

II-14 Subcontracting of Services

II-14.a. No portion of the Services, heretofore defined, shall be subcontracted, assigned, transferred, or otherwise disposed of without the prior written consent of the Airport Authority. Consent to subcontract, assign, transfer or otherwise dispose of any

portion of the Services shall not be construed to relieve the Designer of any responsibility for the fulfillment of this Agreement. Any assignee(s) approved by the Airport Authority must assume all obligations and perform all professional Services pursuant to the Agreement. Any change of control transaction, including without limitation, any merger, consolidation, or sale of fifty (50%) percent or more of the capital stock, equity, or beneficial interest of the Designer will constitute an assignment of this Agreement within the meaning of this Section.

II-14.b. The Airport Authority, through its Chief Executive Officer, reserves the right to fully assign the Agreement or delegate any duties hereunder without written consent of the Designer.

II-15 Additional Services

The Airport Authority may request that the Designer provide additional professional services on this or other projects. Written authorization by the Airport Authority is required prior to the performance of any work and of extra work not delineated in this Agreement or subsequent tasks not provided for in this Agreement, by the Designer.

II-16 Compensation

II-16.a. For and in consideration of the Services rendered by the Designer, as set forth in this Agreement, the Airport Authority agrees to compensate the Designer as provided in **Exhibit C**, attached hereto and made a part hereof, for the total sum not to exceed **[TBD (\$0.00)]**. It is understood and agreed that all federal, state and local taxes are included in the cost of Designer's Services. Furthermore, it is agreed that fees may not be transferred between individual Tasks, or between Subconsultants, or between Tasks and Subconsultants, without prior written approval from the Airport Authority.

II-16.b. Designer shall invoice the Airport Authority for the Services performed on a monthly basis, and the Airport Authority shall pay such approved invoice within thirty (30) days following receipt and approval of a correct invoice. Designer's invoices shall

show for each Designer employee by name and title the specific days and hours worked and the percentage completion of each category of services as well as detailed backup and justification for any agreed reimbursable Services, as further defined in Section II-16.c, II-17 and II-18. Designer invoice submission will be accompanied by a completed "Application and Invoice for Payment" form, a copy of which is attached hereto and made a part hereof as **Exhibit D**.

- II-16.c. Designer agrees to provide, in a format acceptable to the Airport Authority, such other documentation as may be required to support its billings. Designer also agrees to provide the Airport Authority a monthly activity report as required under Section II-6, Deliverables.
- II-16.d. The Airport Authority shall reimburse Designer, as part of its fees for the Services provided herein, for actual and reasonable reimbursable expenses as long as such expenses are necessary in the performance of the Services and are eligible. Eligible reimbursable expenses are further defined in **Exhibit E**, attached hereto and made a part hereof. Eligible reimbursable expenses for subconsultants must be consistent with the Designer's requirements.
- II-16.e. Promptly following completion of the Services, Designer shall submit to the Airport Authority with monthly billings a statement of expenses to be reimbursed, on a form satisfactory to the Airport Authority stating in detail the nature of the expenditures and enclosing receipts or detail as required. All eligible expenses must have a receipt to be reimbursable.
- II-16.f. Costs incurred by Designer for clerical or other secretarial services, time accounting, home office overhead, or other administrative services, as well as office supplies are not reimbursable. Reimbursable Expenses will be paid only in the amount of the actual cost to Designer; no mark-up costs will be paid.

II-16.g. Compensation for and in consideration of the Services rendered by the Designer for the Airport Authority shall be paid on the basis of cost plus a fee (profit) which total amount shall be a not-to-exceed fee of **[TBD (\$0.00)]**. Such costs for Services and project work required and performed will be determined in accordance with the terms below.

1. Direct Labor: Actual payroll costs of members of the firm and staff personnel on the basis of salary, on an hourly basis, (without markup for overhead and profit) actually expended for personnel directly utilized. Designer further agrees that the rates set forth in **Exhibit C**, attached hereto and made a part hereof, will be held firm for the Term of this Agreement.
2. Overhead (Indirect Costs): A prorated portion of the actual overhead incurred by the Designer during performance of the work set forth herein. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel. Overhead shall include those costs, which because of their incidence for common or joint objectives, are not readily subject to treatment as a direct cost. The percentage rate for Payroll Overhead (Direct Salary Cost) and Firm Overhead combined, which will be applied to direct labor costs only for progress payments shall be determined as set forth in **Exhibit C**.
3. Fee for Profit: In addition to the payments for direct and overhead costs as herein before provided, the Airport Authority agrees to pay the Designer an amount for profit for Services performed, based upon a percentage of actual direct and overhead costs incurred. It is agreed and understood that such amount will constitute full compensation to the Designer for profit and may vary because of any differences between that estimated cost and the actual cost for Services performed. In the event this Agreement is terminated, payment of a fee

for profit shall be in an amount which shall be determined as set forth in **Exhibit C**, multiplied by actual direct and overhead cost incurred to date of termination less previously paid profit.

4. **Reimbursables:** As set forth in **Exhibit E**, attached hereto and made a part hereof, eligible reimbursable expenses shall be actual cost of materials, and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the Designer or its subconsultant(s). All actual costs shall be itemized and certified as paid to specifically named firms or individuals. The Designer further agrees that the rates set forth in **Exhibit E**, attached hereto and made a part hereof, will be held firm for the Term of this Agreement.
5. **Subconsultants:** As set forth in **Exhibit C**, costs incurred by Designer for services procured from subconsultants pursuant to its provision of the required Services shall be reimbursed to Designer. Subconsultant invoices, must be submitted with the Designer's monthly invoice. If subconsultant costs is based on an all-inclusive hourly billable rate, that rate shall be a total rate, on an hourly basis, and includes but not limited to all payroll costs of the member of the subconsultant, markup for overhead, profit, and materials. The Designer further agrees that the rates set forth in **Exhibit C**, attached hereto and made a part hereof, will be held firm for the Term of this Agreement.

II-17 Payment Schedule

Payments to the Designer shall be made in accordance with the following procedures:

- II-17.a. Monthly progress payments shall be made for amounts earned to date, up to the authorized compensation amount, which shall be based on the work which has been completed to date of billing, as determined by the Airport Authority. Documented reimbursable expenses also will be included.

- II-17.b. Five (5) percent of the Designer's fee shall be retained with each invoice to a maximum retained amount equal to five (5) percent of the total amount of the Services. Retainage may be reduced or returned at anytime upon written request from the Designer once reviewed and approved in writing by the Airport Authority's Director of Facilities & Infrastructure or his/her designee.
- II-17.c. Final invoicing under this Agreement shall be submitted in a timely manner but not later than four (4) months after completion of Services. Invoices for work submitted later than four (4) months after completion of Services will not be paid. The Airport Authority will make final payment within three (3) months of completion of a final audit, but in no event shall this period exceed nine (9) months from the time of submission of the final invoice.
- II-17.d. If Services, or any part thereof, are terminated before completed, the Airport Authority shall pay the Designer for the percentage of the Services which has been completed up to the time of termination as determined by the Airport Authority. In no case shall the compensation paid to the Designer for Services, or any part thereof, exceed the amount the Designer would receive had the Services, or the terminated portion thereof, been completed. No amounts shall be allowed for anticipated profits for unperformed services.

II-18 Invoicing Procedures

The Designer shall submit invoices to the Airport Authority, as set forth in this Section.

Invoices shall be sent to:

Mr. Ron O'Neil
Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906

All invoices shall contain the following information:

- Appropriate project number and name for each task.
- Original Letter of Authorization amount.
- Additions or subtractions to the Letter of Authorization amount.
- Total amounts paid-to-date and percentage of contracted amount.
- Amount being requested by the current invoice and percentage of work complete.
- All supporting information and back-up data to substantiate current invoiced amounts, including hours spent by each individual, invoices/receipts for all eligible reimbursables, invoices for all subconsultants including back-up and authorizations, if applicable.
- Sworn statement from Designer attesting to subconsultant's contract amount, current amount invoiced, amount invoiced to date, amount paid to date, and percentage of work complete.
- Partial and/or Final Waiver of Lien from each subconsultants.
- Monthly Report per Section II-6.

II-19 Accounting Practices

II-19.a. The Designer must follow standard accounting practices for a "not-to-exceed" or lump sum contract agreement and permit a representative of the Airport Authority to inspect its books and records at any reasonable time. Such records are to be kept available for seven (7) years from the date of the final payment for Services performed pursuant to this Agreement.

II-19.b. The Airport Authority shall have the right to audit the Designer's records pertaining to the Services performed pursuant to this Agreement at a mutually convenient time. The Airport Authority's audit rights include, but are not limited to, inspecting records to verify personnel hours (by payroll classification, billing rate or direct hours) spent

on the Project, all invoices for reimbursable expenses (whether by Designer or any subconsultants) and overhead rates and charges.

II-20 Responsibility for Loss or Damage of Documents

During the performance of the Services, the Designer shall be responsible for any loss or damage to all Contract Documents, hereinafter enumerated as belonging to the Airport Authority while they are in the Designer's possession. Restoration of lost or damaged Contract Documents shall be at the Designer's expense.

II-21 Changes

II-21.a. The Airport Authority may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed. Adjustments in the amount of agreed compensation will be made only if any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Services under this Agreement. In connection therewith, the Airport Authority shall make an equitable adjustment in the Agreement price, and shall so modify the Agreement. The Designer must assert its right to an adjustment under this clause within fifteen (15) calendar days from the date of receipt of the written order. The Designer shall not perform work which it believes involves a material scope change without prior written order between the Airport Authority and the Designer.

Notwithstanding any inability of the parties to agree on an adjustment, the Designer shall not be excused from proceeding with the Agreement as changed.

II-21.b. The Designer shall provide written notice to the Airport Authority within five (5) calendar days of a material change in its operation, ownership or financial condition.

Material changes include, but are not limited to:

- a) Reduction or change in staffing assigned to the Agreement.
- b) Decrease in, or cancellation of, insurance coverage.
- c) Delinquent payment, or nonpayment, of tax obligations.

- d) Delinquent payment, or nonpayment, of payroll obligations.
- e) Delinquent funding, or nonfunding, of pension or profit sharing plans.
- f) Delinquent payment, or nonpayment, of subconsultants.
- g) Termination of, or changes in, subconsultants.
- h) Transfer, sale, assignment or delegation to an entity other than the Designer, of ownership or administrative services

II-22 Claims Due to Changes or Delays

- II-22.a. No charges or claims for damages shall be made by the Designer for delays or hindrances from any cause whatsoever during the progress of any portions of the Services specified in this Agreement, except as provided under Section II-21 “Changes”.
- II-22.b. In case of an unreasonable delay on the part of the Airport Authority in providing to the Designer, either the necessary information or approval to proceed with the Services, resulting, through no fault of the Designer, in the Designer having to perform its work under changed conditions not contemplated, the Airport Authority will consider supplemental compensation limited to increased direct costs incurred as a direct result of such delays. Any claim for supplemental compensation must be submitted to the Airport Authority in writing and within five (5) calendar days of first discovery of a condition warranting a delay, and accompanied by substantiating data. Authorization of such supplemental compensation shall be by a written change order to this Agreement subject to prior approval by the Airport Authority.
- II-22.c. When delays are caused by circumstances or conditions beyond the control of the Designer, the Designer shall notify the Airport Authority within fifteen (15) calendar days of such circumstances or conditions at which time the Designer may be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties; without any adjustment to price.

II-23 Conditions for Completion/Termination of Contract

- II-23.a. This Agreement shall be completed upon advisement in writing to the Designer by the Airport Authority that its Services are completed and accepted.
- II-23.b. The Airport Authority may, by written notice to the Designer, terminate this Agreement in whole or in part at any time, either for the Airport Authority's convenience or because of the failure of the Designer to fulfill its Agreement obligations. Upon receipt of such notice, the Designer shall: (1) Immediately discontinue all Services affected (unless the notice directs otherwise), and (2) deliver to the Airport Authority, within five (5) calendar days, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Designer in performing this agreement whether completed or in process.
- II-23.c. If the termination is for the convenience of the Airport Authority, an equitable adjustment in the Agreement price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- II-23.d. If the termination is due to the failure of the Designer to fulfill obligations undertaken pursuant to the Agreement, the Airport Authority may take over the Services and prosecute the same to completion through whatever means the Airport Authority chooses.
- II-23.e. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Designer had not so failed, the termination shall be deemed to have been affected for the convenience of the Airport Authority. In such event, adjustment in the Agreement price shall be made as provided in Section II-23.c.
- II-23.f. The rights and remedies of the Airport Authority provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

II-23.g. In addition to any and all other basis for termination, or remedies available to the Designer, at law or in equity in connection therewith, the Designer may terminate this Agreement upon giving Airport Authority thirty (30) calendar days prior written notice for breach by the Airport Authority of any material term of this Agreement, including but not limited to the payment terms, for which Designer has notified the Airport Authority of, in writing, and which the Airport Authority has failed to remedy within (60) calendar days following such notice of breach, unless the Airport Authority has submitted a notice of dispute.

II-24 Independent Contractor Relationship

The Airport Authority and Designer acknowledge and agree that Designer is an independent contractor, and not an employee of the Airport Authority and that Designer will have no authority to bind the Airport Authority or otherwise incur liability on behalf of the Airport Authority. The Airport Authority will have no obligation whatsoever to provide any employee benefits or privileges of any kind or nature to Designer, including, without limitation, insurance benefits or pension benefits.

Further, Designer agrees that any and all taxes imposed, assessed or levied as a result of this Agreement or the Agreement fee shall be paid by Designer, or if paid by the Airport Authority, Designer shall reimburse the Airport Authority upon demand.

II-25 Subconsultants

II-25.a. Designer warrants that any subconsultant assigned to the performance of the Services are qualified and authorized to perform services under the state and local laws and governing professional association rules where the employee is employed.

II-25.b. Designer shall not engage subconsultants not previously identified in the Designer's Statement of Qualifications dated [INSERT], for all or any portion of the Services called for in this Agreement without notifying the Airport Authority in writing. If the Designer requires any change in subconsultant(s), the Designer must provide the

Airport Authority with a list of qualified subconsultants(s) for its review and acceptance. Such acceptance, if any is granted, shall in no way lessen the responsibility of Designer to perform in accordance with this Agreement and shall in no way create any relationship, contractual or otherwise, between the Airport Authority and any subconsultant. The Airport Authority may require additional information from the Designer as to the capabilities of certain subconsultants. The Designer will provide the Airport Authority with the requested information. If the Designer fails to provide sufficient documentation to support the competency of the subconsultant, the Airport Authority may deny the request, or remove the subconsultant. Notwithstanding the foregoing, Designer shall bind any subconsultant to the terms and conditions of this Agreement. The Airport Authority's acceptance will constitute the permission of the Airport Authority for the Designer to engage the subconsultants for the Services, and the Designer shall not remove or substitute any such firm without good cause shown and without the written consent of the Airport Authority which consent shall not be unreasonably withheld by the Airport Authority.

II-26 Confidentiality

Designer agrees that any information Designer receives or reviews concerning the Airport Authority or the Airport, including, but not limited to, any information concerning the Airport Authority or Airport's past, present and future research, development, operations and business activities, and any other information or material that the Designer may obtain knowledge or access from the Airport Authority during Designer's performance hereunder (hereinafter "Confidential Information") is proprietary and confidential to the Airport Authority. The Designer agrees, on behalf of itself and all of its agents, to hold in confidence and not to directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except as may be agreed in writing in advance between the Airport Authority and the Designer.

Prior to disclosure of Confidential Information to any of its employees or other authorized persons or subconsultants, Designer agrees to obtain an appropriate agreement, containing all of the elements set forth herein, from those persons or firms to whom such information is disclosed or who otherwise gain access to such information to maintain the confidentiality of Confidential Information. Designer further agrees to indemnify the Airport Authority against any loss or liability resulting from, or arising in connection with, any use or disclosure of Confidential Information by Designer, its employees or any other authorized person to whom Designer has disclosed Confidential Information.

II-27 Outside QA/QC Review

II-27.a. Throughout the performance of the Services, great emphasis will be placed on the Designer's 'in house' quality assurance/quality control (QA/QC) review process and procedure. It is the Airport Authority's expectation that the Designer is an expert in its field and as such will provide the Services in a complete, high quality, fully coordinated manner.

Where applicable, in order to ensure the quality of the construction documents produced by Designer, the Airport Authority may hire an outside company to review the final documents before such are bid. This outside review is not intended to replace the Designer's internal QA/QC review. The Designer shall address all of the Airport Authority's inquiries prior to proceeding with final design documents. The Designer remains fully responsible to provide the Airport Authority with a complete, high quality and fully coordinated set of construction documents based on the highest standards of the industry.

II-27.b. It will be the Designer's responsibility to correct errors, omissions or missed coordination discovered by the outside review before the Project is bid at no additional cost to the Airport Authority and on a timely basis.

II-27.c. In the event that a large number of minor errors or any major errors, omissions or missed coordination items are discovered by the outside review, the Designer shall correct those items, and also reimburse the Airport Authority for all or a portion of the fees paid by the Airport Authority for the outside QA/QC review at the Airport Authority's discretion.

II-28 Amendment Provisions

II-28.a. In the event that the Designer deems extra compensation will be due it for work or materials not clearly covered in this Agreement, or not ordered by the Airport Authority as a change, or due to changed conditions, the Designer shall notify the Airport Authority in writing of its intention to make claim for such extra compensation within five (5) calendar days of discovery of the changed conditions. The written notice must be received by the Airport Authority before the Designer begins such work. Failure on the part of the Designer to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the Designer shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this Agreement.

II-28.b. Designer must submit to the Airport Authority a detailed proposal indicating additional compensation and time within twenty (20) calendar days of the written notice of claim. The proposal must include:

- All labor hours by individual;
- Hourly rates that are provided in **Exhibit C**;
- Eligible expenses;
- Subconsultant fees in similar detail as the Designer is required to comply with;
- A revised schedule indicating the new activities required to allow the Designer to complete the requirements for the Project.

If the Airport Authority requires additional information to evaluate the proposal, Designer must submit its response within five (5) calendar days of receipt of the request.

II-28.c. The Airport Authority may consider it in its best interest to change, modify or extend a term or condition of this Agreement, or the Airport Authority may request the Designer to perform additional Services. Any such change, extension or modification, which is mutually agreed upon by the Airport Authority and the Designer, shall be incorporated in written Amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Designer or the Airport Authority from any of their obligations under this Agreement.

II-28.d. No Amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of both parties.

II-29 Entire Agreement

This Agreement contains the entire agreement between Designer and the Airport Authority with respect to the Services. All prior agreements and understandings, if any, are superseded hereby.

II-30 Amendment Waiver

No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties hereto. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.

II-31 Notices

II-31.a. All notices including but not limited to, consents, approvals, requests, demands and other communications (herein collectively called "Notices") required or permitted

under this Agreement shall be given in writing, and shall be deemed sufficiently given if (a) delivered personally, (b) delivered by overnight courier service (such as U.S. Postal Service Express Mail, Federal Express, DHL or other similar courier services), (c) placed in the United States mail, registered or certified, postage prepaid, return receipt requested (in which event such notice shall be deemed to have been received two days after being placed in the United States mail), or (d) by email with simultaneous use of regular United States mail, postage prepaid, for which the notice shall be deemed to have been received two days after being sent by email. All notices shall be addressed as follows:

If to the Designer:

[NAME OF SUCCESSFUL RESPONDENT]

Attention
Address
City/State/Zip
Email:

If to the Airport Authority:

Mr. Wayne Sieloff, President/CEO
Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906
Email: wsieloff@craa.com

With a copy to:

Mr. Ron O'Neil, Director of Facilities & Infrastructure
Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906
Email: roneil@craa.com

II-31.b. Either party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as herein provided. An authorized representative of such party must sign any Notice given by a party hereunder.

II-32 Legal Recourse

The rights and remedies set forth herein are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan, without regard to choice of law. The Designer agrees, consents and submits to the personal jurisdiction of any competent court in Clinton County, Michigan, for any action arising out of this Agreement. The Designer also agrees it will not commence any action against the Airport Authority because of any matter whatsoever arising out of or relating to the performance, validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Clinton. The Designer agrees that service of process at the address and in the manner specified in this Agreement will be sufficient.

II-33 Schedule of Services

The proposed Schedule of Services shall be as negotiated and established in the Letter of Authorization and shall then be considered as part of this Agreement. Time is of the essence for completion of the Schedule of Services as established in the Letter of Authorization.

II-34 Severability/Construction

If any provision of this Agreement is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such prohibited, illegal or invalid provision had never constituted a part hereof, with this Agreement being enforced to the fullest extent possible.

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against either party.

II-35 Conflicts

During the term of this Agreement, Designer shall not represent, advise, give advice to or otherwise consult with any person, company, partnership or other entity with respect to any

matters relating to the business of the Airport Authority, when such matter may involve an actual or potential conflict of interest between the Designer and the Airport Authority, unless an officer of the Airport Authority has consented in writing to such representation, advise or consultation. By execution of this Agreement, Designer is representing that no such conflict presently exists.

II-36 Subordination to Federal Government Agreements and Regulations

The Airport Authority is subject to requirements of the Federal Aviation Administration and Department of Homeland Security, among other federal, state and local agencies. This Agreement is subordinate to any federal, state and local laws, rules, regulations and directives, and is further subordinate to the operational requirements and future development needs of the Airport.

II-37 National Emergency

All provisions of this Agreement are subordinate to the right of the United States of America to lease or otherwise assume control of the Airport, or any part thereof, during time of war or national emergency, for military use, and any provisions of this Agreement inconsistent with the provisions of such Agreement with the United States of America will be suspended thereby.

II-38 Successors

The terms, conditions, and covenants contained in this Agreement apply and inure to the benefit of, and are binding upon the parties hereto and their respective successors in interest and legal representatives, except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of the Airport Authority under this Agreement including, but not limited to, any notices required or permitted to be delivered by the Airport Authority to the Designer hereunder may, at the Airport Authority's option, be exercised or performed by the Airport Authority's agent or attorney, including but not limited to its Chief Executive Officer.

ARTICLE III
COVENANTS/WARRANTIES/CERTIFICATIONS/
RESOLUTION/ASSURANCES

III-1 Corporate Authority

Designer represents and warrants that the officer set forth in in **Exhibit F** is authorized to execute or guarantee and commit the Designer to the conditions, obligations, stipulations and undertakings contained in this Agreement, and that all necessary corporate approvals have been obtained in relationship thereto.

III-2 Indemnification

Designer does hereby indemnify and shall hold harmless (including reasonable attorneys' fees and expert witness fees) The Airport Authority, its officers, agents, and employees (hereinafter referred to individually as "Indemnified Party") against all liability, damages, claims, losses, expenses, lawsuits, arbitration, government claims, regardless of legal theory by whomsoever brought (other than negligence, liability, or the fault of the Indemnified Party) arising from or in connection with the performance or lack of performance under this Agreement or breach of contract to the extent arising out of, or caused by, or contributed to directly or indirectly by Designer's breach of contract, negligent act, error, omission, or willful misconduct; intentional act; or related to any violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of the services under this Agreement. Designer's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. Any claims under this indemnification paragraph are not dependent on third party claims but may be made directly by The Airport Authority for those indemnified matters stated hereinabove. The Airport Authority shall promptly notify Designer of any claim and Designer may, at its option, conduct the defense in any such action arising as described herein and The Airport Authority promises to fully co-operate with such defense.

Claims against any person or entity indemnified by an employee Designer or any of its subcontractors, professionals, or agents, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification shall not be limited by a limitation on the amount of damages, compensation or benefits payable by workers' compensation, disability benefit or other employee benefits.

III-3 Insurance and Safety Requirements

III-3.a. Insurance: Prior to commencement of the Services, the Designer at its own expense and in its own name (with the Airport Authority as additional insured for commercial general and automobile liability coverages) shall purchase and maintain during the term of the Agreement such insurance as will protect the Designer from claims, demands and lawsuits arising out of the work described in this Agreement and performed by the Designer.

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than XI and a policy holder's service rating no lower than (A) as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with rating lower than (A) or XI will be acceptable only upon written consent of the Airport Authority.

Nothing contained in this section is to be construed as limiting the extent of the Designer's responsibility for payment of damages resulting from its acts or omissions in connection with this Agreement. The Designer shall advise all insurance companies to familiarize themselves with the conditions and provisions of this Agreement related to insurance and indemnification.

If the Airport Authority shall determine that the insurance requirements set forth in this Agreement are no longer sufficient to protect the Airport Authority, the Airport Authority may require the Designer to obtain additional insurance.

The insurance shall provide that the inclusion of more than one incorporation, person, organization, firm or entity as a named insured or an additional named insured in the policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity with respect to any claims, demand, suit or judgment made or brought by or in favor of any other named insured or additional named insured, or by, or in favor of any other of any employee of such other named insured or additional named insured. The policies shall insure each such corporation, person, firm or entity in the same manner as though a separate policy had been issued to each; but nothing herein contained shall operate to increase the insurance company's or insurance companies' liability as set forth elsewhere in this policy beyond the amount or amounts for which the insurance company or insurance companies would have been liable if only one person or interest had been named as insured.

If any of the required insurance policies are terminated or canceled during the term of this Agreement, Designer will cease operations until such insurance is reinstated.

The insurance shall consist of:

Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensative under the worker's compensation Statutes of the State of Michigan or the State in which a particular employee is employed; liability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulator authorities in the state in which work on this project is performed and the State of Michigan are acceptable.

An occurrence form Commercial General Liability policy (New ISO Designation) to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof plus appropriate endorsements to protect the

Airport Authority against claims, demands and lawsuits from employees of the Designer and subconsultants, including the following exposures:

1. All premises and operations.
2. Explosion, collapse and underground damage if the exposure exists.
3. Contractor's Protective coverage for independent contractor or subcontractors, if any, employed by the Designer.
4. Broad Form Blanket, contractual liability for the obligations assumed in the Indemnification or Hold Harmless agreement and the Insurance section found herein.
5. Personal Injury Liability Endorsement.
6. Projects and Completed Operations coverage if the exposure exists.
7. Broad Form Property Damage.
8. Cross liability endorsement.
9. Amendment - Aggregate limits of insurance (per project).

A comprehensive Automobile Liability policy, in accordance with the laws of the State of Michigan, which includes residual liability for bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles.

Architects and Engineers Professional Liability Insurance providing coverage for negligent acts, errors, or omissions committed or alleged to have been committed by Designer. This insurance shall extend coverage to loss of interest, earnings, profit, use and operations interruption, and other special indirect and consequential damages.

Umbrella or Excess Liability: The Designer is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as

the primary or underlying policy(ies) and may apply both to the Designer's general liability and to its automobile liability insurance, shall be written on an occurrence basis.

The required limits of liability for insurance coverages shall not be less than specified herein unless specified otherwise on the "Special Conditions".

| | |
|---|-------------|
| Worker's Compensation | Statutory |
| Employer's Liability | \$500,000 |
| Commercial General Liability | |
| Bodily Injury - each occurrence | \$2,000,000 |
| Bodily Injury - aggregate..... | \$2,000,000 |
| Property Damage - each occurrence..... | \$2,000,000 |
| Property Damage - aggregate | \$2,000,000 |
| or combined single limit per occurrence | \$2,000,000 |
| Comprehensive Automobile Liability | |
| Bodily Injury | \$1,000,000 |
| Property Damage | \$1,000,000 |
| or combined single limit per occurrence | \$1,000,000 |
| Umbrella - each occurrence..... | \$1,000,000 |
| Umbrella - aggregate..... | \$5,000,000 |
| Professional Liability..... | \$1,000,000 |

Cancellation Notice: Each policy required hereunder must provide for at least thirty (30) calendar days unconditional advance written notice to the Airport Authority prior to any cancellation of the terms of insurance afforded by the policy. In the event of a material change in the terms of insurance afforded by the policy, Designer shall provide thirty (30) calendar days unconditional advance written notice to the Airport Authority of such change.

Proof of Insurance: At the time this Agreement is returned to the Airport Authority for execution, and by the expiration date of any expiring policies, the Designer must file with the Contract Compliance Division of the Airport Authority, either a certified copy of each insurance policy required by the Airport Authority in the preceding paragraphs, or a certificate of insurance, as evidence of Designer's compliance with this Section; provided, however, that within thirty (30) calendar days following the written request of the Airport Authority, Designer will replace any insurance certificate with a certified copy of each insurance policy. The Airport Authority reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Original Signed Copies" and so designated. The Certificate of Insurance shall evidence the following coverages:

1. Worker's Compensation and Employer's Liability.
2. Commercial General Liability, including each of the exposures previously listed in the subsection.
3. Comprehensive Automobile Liability, including owned, non-owned and hired vehicles.
4. Umbrella or Excess Liability, if any, including excess employers, liability.
5. Architects and Engineers Professional Liability.

The Designer may obtain professional liability insurance on a claims made basis; however, the Designer must assure continuity of coverage for at least three (3) years following completion of this contract. The Designer must extend its current policy for three (3) years or must obtain proper endorsements to a successor policy or policies.

The Designer shall be responsible for any bodily injury or property damage due to actions of the Designer. This condition shall apply whether the actions of the Designer are covered or not covered by insurance. If the Designer will be handling, moving or otherwise disturbing anything containing or attached to anything containing

hazardous materials, such as asbestos, PCBs or other hazardous materials, the Designer shall purchase, or cause to purchase, appropriate insurance protecting the Airport Authority and the Designer from this exposure. The limits of this insurance shall be at least One Million Dollars (\$1,000,000.00).

Insurance required shall be in force for a period of three (3) years after acceptance by the Airport Authority of the entire completed work, and shall be written for not less than any limits of liability specified above. The Designer has the responsibility of having any subconsultant comply with these insurance requirements, unless released from such responsibility in writing by the Airport Authority.

Designer will waive any rights of subrogation for personal injury or property damage against the Airport Authority, its employees and agents arising from this Agreement. In the event of any payment by any insurer of Designer, such insurer will not be subrogated to any of Designer rights of recovery therefore against the Airport Authority, its employees and agents. Designer will not execute, nor deliver any instruments or other documents, nor take any other action to secure any such rights for Designer's insurer(s) against the Airport Authority, its employees and agents.

In addition, Designer waives any rights of recovery it may have against the Airport Authority, its employees and agents for insured losses occurring to any property insured by Designer in accordance with this Agreement

III-3.b Designer Safety Requirements

A. The Designer and its subconsultants must be knowledgeable and trained in the safety and health disciplines necessary to identify, avoid, reduce and/or mitigate disturbing hazards and unsafe conditions in their work place. The implementation of site safety of the Designer's work is the responsibility of the Designer.

- B. Designer shall be responsible for identification of hazards, implementation and enforcement of safe work practices for the Designer's and its subconsultants' employees in their work place and on site for on-site work.
- C. The Designer and its subconsultant(s) shall comply with all state, federal, and local laws and regulations as it applies to work performed by the Designer and its subconsultants, including without limitation:
1. Safety and Health Regulations for Construction (Title 29CFR 1926 and 1910).
 2. Walsh-Healy Public Contracts Act 9, Title 41 CFR Part 50-2-3 and the included rules and regulations contained in the Occupations Safety and Health Standards, National Consensus.
 3. Standards, and Established Federal Standards (Title 20 CFR, Chapter 5).
 4. Michigan Occupational Safety and Health Acts.
- D. The Designer will be solely and completely responsible for its contracted services, including safety of all its persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- E. All Designers and subconsultants performing work onsite, where hazard exposure exists, must wear personal protective equipment in conformance with 29 CFR 1926.28, MIOSHA Part 6, and all other applicable laws, regulations, and codes. All employees must wear approved hard hats, hard-soled safety shoes, long pants, and shirts with sleeves.
- F. The Designer and its subconsultants shall develop an emergency action plan for their employees for onsite work. This plan shall include medical, fire protection and weather emergencies. All medical or fire related emergencies shall be immediately reported by Designer to the Airport Authority.

- G. The Designer and its subconsultants shall develop a confined space entry procedure in conformance with MIOSHA R408.10016, and provide a copy of such procedure to the Airport Authority. Testing of the existing atmosphere for excess or deficient oxygen and other gases is required.
- H. Designer's employees and subconsultants performing work at a construction site controlled by a contractor must adhere to the site safety rules established by the contractor.

Designer's compliance with this Section is a continuing obligation during the term of this Agreement.

The Designer shall promptly report, in writing, to the Chief Executive Officer, or his designee, all accidents or occurrences which arise out of, or in connection with, its operations hereunder whether or not resulting in death or injury to persons or damage to property, setting forth such details thereof as the Chief Executive Officer, or his designee, may desire. In addition, if death or serious injury or serious damage is caused, such occurrence shall be immediately reported by telephone to one of the aforesaid representatives of the Airport Authority.

In the event any claim is made by any persons against the Designer arising out of any such accident or occurrence, the Designer shall promptly report such claim in writing to the Airport Authority. In addition, the Designer shall promptly furnish to the Chief Executive Officer, or his designee, copies of all reports given to the Designer's insurance carrier.

III-4 Solicitations to Secure Agreement

The Designer certifies that it has not employed or retained any company or person other than bona fide employees working solely for the Designer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Designer, any fee, commission, percentage, brokerage fee,

gifts, or any other consideration, contingent upon, or resulting from the award, or making of this Agreement. For breach or violation of this warranty, the Airport Authority shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

III-5 Conflicts of Interest

By execution of this Agreement, the Designer certifies that there is no kinship directly or through marriage between the officers and principle beneficiaries of the Designer and any Capital Region Airport Authority employee or officer or Board member who may exercise any discretion over the letting, implementation, enforcement or performance review of this Agreement.

III-6 Non-Procurement Debarment and Suspension

The Designer shall be subject to the Title 49, Part 29 of the Federal Code of Regulations, Government wide Debarment and Suspension (nonprocurement) and Government wide Requirements for Drug-Free Workplace (grants), being 49 C.F.R. Part 29. The Designer's execution of this Agreement constitutes its Certification of "Status" in respect to said regulation, and by so certifying, the Designer, under penalty of perjury under the laws of the United States, certifies that, the Designer or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by and federal agency;
- b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

- c. Does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it/them) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

III-7 Governmental Requirements/Non-Discrimination and Affirmative Action

III-7.a. Non-Discrimination Covenant Pursuant to Requirements of Department of Transportation: Designer for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, hereby covenants and agrees that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or will otherwise be subjected to discrimination in the fulfillment of this Agreement; (2) in the design of any improvements on, over, or under such land and the furnishing of services herein, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits, of, or will otherwise be subjected to discrimination; and (3) the Designer shall act in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

III-7.b. State Employment Non-Discrimination Requirements: In accordance with Michigan 1976 Public Act 453 and 1976 Public Act 220, the Designer covenants not to 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position and to

require a similar covenant on the part of any subcontractor employed in the performance of this Agreement. Breach of this covenant may be regarded as a material breach of this Agreement.

III-8 Anti-Terrorism Certification

Designer must complete and execute an Anti-Terrorism Certificate attached as **Exhibit G** stating that it is not an Iran-linked business.

ARTICLE IV

CONTRACT EXECUTION

IV-1 Binding Effect of Agreement

Upon execution of this Agreement by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns until such time as all Services are complete, or until such time as this Agreement is terminated by mutual consent of the parties hereto or as otherwise provided herein.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers all as of the day and year first above written.

Witnesses:

CAPITAL REGION AIRPORT AUTHORITY

By: _____
Wayne Sieloff, AIA, AAE, IAP
President/Chief Executive Officer

[NAME OF SUCCESSFUL RESPONDENT]

By: _____

Its: _____

EXHIBIT A
SCOPE OF SERVICES
[TO BE NEGOTIATED]

EXHIBIT B

OWNERSHIP OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS SPECIFICALLY PREPARED UNDER THE SCOPE OF COMPENSATION SCHEDULED UNDER THIS AGREEMENT

Ownership. Prior to payment of all sums due or anticipated to be due to the Designer under this Agreement and upon performance of all Airport Authority obligations under this Agreement, all Contract Documents, Drawings, designs, Specifications, notes and other works of any sort developed in the performance of this Agreement, including electronic data, prepared by the Designer for the Services shall become the property of the Airport Authority. This conveyance shall not deprive the Designer of the right to retain electronic data or other reproducible copies of the Drawings and Specifications to use for information and reference. However, only with Airport Authority approval shall the Designer have the right to reuse information contained in them in the normal course of the Designer's professional activities. The Designer shall be deemed the author of such electronic data or documents shall retain all rights not specifically conveyed and shall be given appropriate credit in any public display of such Drawings and Specifications.

Transfer of Ownership. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data, or other instruments of service be deemed to be a sale by the Designer.

EXHIBIT C

FEES

[TO BE NEGOTIATED]

EXHIBIT D INVOICE

From: Company Name
Address
Address

To: Mr. Ron O'Neil
Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906

Re: Capital Region International Airport
PO Number:
Project Number:
Project Title:

Invoice #:
Invoice Date:
Billing Period:

From:
To:

AUTHORIZED AMOUNT: \$ -
PERCENT COMPLETE: - %

| DIRECT LABOR: | EMPLOYEE NAME & PERSONNEL CLASSIFICATION | HOURS | RATE | CURRENT INVOICE | PREVIOUSLY APPROVED | TOTAL INVOICED |
|--|--|-------|------|--------------------|------------------------|-------------------|
| 1 | | | \$ - | \$ - | \$ - | \$ - |
| 2 | | | \$ - | \$ - | \$ - | \$ - |
| 3 | | | \$ - | \$ - | \$ - | \$ - |
| 4 | | | \$ - | \$ - | \$ - | \$ - |
| 5 | | | \$ - | \$ - | \$ - | \$ - |
| 6 | | | \$ - | \$ - | \$ - | \$ - |
| 7 | | | \$ - | \$ - | \$ - | \$ - |
| 8 | | | \$ - | \$ - | \$ - | \$ - |
| 9 | | | \$ - | \$ - | \$ - | \$ - |
| 10 | | | \$ - | \$ - | \$ - | \$ - |
| TOTAL DIRECT LABOR | | | | \$ - | | |
| OVERHEAD (TOTAL DIRECT LABOR x XXX%) | | | | \$ - | | |
| SUBTOTAL (TOTAL DIRECT LABOR + OVERHEAD) | | | | \$ - | | |
| FEE FOR PROFIT (SUBTOTAL x XXX%) | | | | \$ - | | |
| TOTAL FEE EARNED (SUBTOTAL + FEE FOR PROFIT) | | | | \$ - | | |
| REIMBURSABLE COSTS: (see backup) | | | | | | |
| Fill in | | | | \$ - | | |
| Fill in | | | | \$ - | | |
| TOTAL DIRECT COSTS | | | | \$ - | | |
| SUBCONTRACT COST: (see backup) | | | | | | |
| Fill in | | | | \$ - | | |
| Fill in | | | | \$ - | | |
| SUBTOTAL - SUBDESIGNER COST | | | | \$ - | | |
| SUBTOTAL - BEFORE RETENTION | | | | \$ - | | |
| LESS: DESIGNER RETENTION | | | | \$ - | | |
| LESS: SUBDESIGNER RETENTION | | | | \$ - | | |
| Adjustment for amount in excess of contract: | | | | \$ - | | |
| TOTAL AMOUNT DUE THIS INVOICE: | | | | \$ - | | |

EXHIBIT E

REIMBURSABLE EXPENSES: Certain reimbursable expenses of the Designer and/or its authorized Subconsultant(s) may be authorized by the Airport Authority. The request for reimbursement must include sufficient backup (invoices, receipts, bills of sale, etc.) in order to be considered by the Airport Authority.

- a) The following expenses are allowable and if authorized by the Airport Authority will be reimbursed at actual costs.
 - i. Reproduction costs for printing or binding of drawings, specifications, or studies (quantity and format as indicated on the list of deliverables).
 - ii. Costs for postage associated with transmitting documents.
 - iii. Costs for overnight delivery service, if required by the Airport Authority.
 - iv. Costs for permits and/or fees, if required.

- b) The following expenses are allowable, and will be reimbursed at actual costs only if authorized by prior written approval of the Airport Authority.
 - i. Costs associated with travel (company vehicle, car rental, hotel, air travel, food, etc.) for a specific task requested by the Airport Authority.
 - ii. Overtime.
 - iii. Costs associated with lease/purchase of Airport Authority approved computerized project management system.
 - iv. Costs associated with lease/purchase of furniture, vehicles, trailers, or other equipment that immediately becomes the property, where applicable, of the Airport Authority.

- c) The following expenses are NOT allowable and will not be reimbursed by Airport Authority.
 - i. Any costs associated with travel (mileage, hourly rates, etc.) related to commuting between home, or office and the project site to conduct regular project work or periodic project review and management.
 - ii. Expenses for professional or business licensure, badges, seminars, professional development, telephone costs (equipment and transmissions), cellular phone costs (equipment and transmissions), computers, plotters, printer, scanners, PDA's, internet access, facsimile costs (equipment and transmissions), office supplies, messenger service, other equipment, etc.

EXHIBIT F

CORPORATE AUTHORITY

**CORPORATE AUTHORITY CERTIFICATE
Architect/Engineer Agreement**

I, _____ certify that I am
the _____
(Specify Officer)

of the company named as Designer for this Agreement; that I have signed this Agreement on behalf of the company; and that I am authorized by the authority of its Board of Directors or manager(s) to execute the Agreement on behalf of the company.

(Name of company)

By: _____
(Name of person certifying above must sign here)

EXHIBIT G

ANTI-TERRORISM CERTIFICATE

The undersigned hereby certifies that it is not an Iran-linked business. I certify I have the requisite knowledge of the undersigned entity to make this certification under penalties of perjury. I understand that in the event the certification is found to be false it may be grounds for termination or rejection or any bid, proposal or contract.

The provisions as stated above are only effective if Iran is a state sponsor of terror as defined under Section 2 of the Divestment From Terror Act 2008 PA 234, MCL 129.292.

Dated: _____

On this ____ day of _____, 20____, before me came _____ who, being duly sworn, deposes and says that s/he has read the foregoing, the same is true of his/her knowledge, information and belief.

Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting _____ County