



**Solicitation No. 19-04
Request for Qualifications (RFQ) for
Planning, Architectural/Engineering, Construction Manager and
Related Services for Terminal Modernization Program
at the Capital Region International Airport**

Response Deadline: October 3, 2019 at 2:00 PM Eastern Time

<p>Addendum No. 5 Addendum Issue Date: September 20, 2019</p>
--

This addendum is being issued to modify some sections of the RFQ and provide answers to submitted questions. Generally, for modifications to the RFQ contained in this addendum are indicated as follows: text removed is indicated as ~~strikethrough~~ and text added is indicated as **bold italic**.

I. MODIFICATIONS:

1. **REPLACE:** Under first page, paragraph two of the recently added Design Professional Services Agreement Form added in Addendum #4, in its entirety with the following:

WHEREAS, pursuant to Act 73 of the Public Acts of 1970 ("Act 73"), Capital City Airport, now Capital Region International Airport, located in DeWitt Township, Michigan was transferred to the jurisdiction of the Airport Authority. Mason Jewett Field Airport, located in Vevey Township, Michigan, was purchased by the Airport Authority in ~~4077~~ **1977** and is also under the jurisdiction of the Airport Authority.

2. **REPLACE:** Under Section II-16.b of the Design Professional Services Agreement Form, within the last sentence of this section.

The Design Professional forever waives payment for any invoice which it fails to timely submit within ~~ninety (90)~~ **forty-five (45)** days of performing the Services covered by the invoice.

3. **REPLACE:** Under Section II-17.c of the Design Professional Services Agreement Form

Final invoicing for each Project or Task under this Agreement shall be submitted in a timely manner but not later than ninety (90) days after

completion of Services for a Project or Task. Invoices submitted later than ~~one hundred twenty (120)~~ **ninety (90)** days after completion of Services for a Project or Task will not be paid, and the Design Professional hereby waives any and all claims and liabilities for invoices which it fail to submit as required herein.

4. **REPLACE:** Under Section II-19.c of the Design Professional Services Agreement Form:

The Design Professional shall maintain an acceptable cost accounting system. The Design Professional agrees to provide the Airport Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the ~~Construction Professional~~ **Design Professional** which are directly pertinent to the specific contract of the purpose of making audit, examination, excerpts and transcriptions.

5. **REPLACE:** Under Section III-3 – Insurance and Safety Requirements of the Design Professional Services Agreement. See page 49, paragraph 2, third line from the bottom.

The Design Professional has the responsibility to maintain concurrence of coverage during the ~~three-year~~ **six-year** period. Any change in insurance coverage or insurance companies must continue coverage for claims during the Term of this Agreement and all applicable periods thereafter.

II. ANSWERS TO SUBMITTED QUESTIONS:

1. The proposed form of agreement for design professional services has many clauses which are not consistent with industry standards. Will the Capital Region Airport Authority be willing to review and modify the terms of this agreement with the successful team or utilize a standard contract such as one published by the American Institute of Architects or the Engineers Joint Contract Documents Committee?

Answer – At this point the clauses that propose different standards than the AIA should remain until specific objections are filed.

2. Exhibit E – Can you add your “Invoice for Payment” form (11-16.b)?

Answer – This form will be issued to the selected Respondent.

3. Pollution Liability: will the airport approve combining Pollution Liability with Professional Liability, as noted in Pollution Liability, Note 1”

Answer – Yes. Combined page see paragraph 1. Under Pollution Liability on page 47

< End of Addendum No. 5 >