



Michigan Department of Transportation

AERONAUTICS



Consultant Procurement Guidelines

April 2008

# Table of Contents

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Introduction/FAA Advisory Circular 150/5100-14D . . . . .	3
Procurement Process Schedule . . . . .	4
Exhibit I - Suggested Timeline . . . . .	6
Exhibit II - Suggested Evaluation Process/Questions . . . . .	7
Exhibit III – Suggested Selection Criteria . . . . .	10
Exhibit IV – Example of Advertisements . . . . .	12
Exhibit V – MEMO, Firms NOT SELECTED for Interview . . . . .	15
Exhibit VI – MEMO, Firms SELECTED for Interview . . . . .	16
Exhibit VII – Reference Check . . . . .	17
Exhibit VIII – Procurement of Professional Services Checklist . . . . .	18
Exhibit IX - MEMO, Final Selection, Firm NON SELECTED . . . . .	19
Exhibit X – MEMO, Final Selection, Firm SELECTED . . . . .	20
Exhibit XI - Agreement for Professional Engineering Services . . . . .	21

# Introduction

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MDOT Aeronautics (AERO) has prepared this packet to assist Sponsors (Airport Owners) in the procurement of Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects as required under the Airport Improvement Program (AIP).

The information contained in this packet streamlines the information contained in the **Federal Aviation Administration (FAA) Advisory Circular (AC)150/5100-14D**, as amended, and in no way replaces or disregards any of the program requirements.

Please use this packet in conjunction with the AC in the selection and engagement of architectural, engineering, and planning consultant selection. The complete AC is available at [www.faa.gov](http://www.faa.gov)

# Procurement Process Schedule

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The procurement process schedule described herein is for procurements of various dollar amounts. However, if a consultant procurement is for a contract that is expected to be under \$25,000 the process is not as formal. For procurements under \$25,000 the advertising phase may be omitted, and an oral or written request for qualifications from at least three (3) firms would be acceptable. Additionally, the formation of a selection committee is not necessary. Otherwise, the process is the same as described herein:

1. Determine Procurement Need  
(Does the airport need general consulting services or consulting services for a specific and/or large project? Generally AERO finds it beneficial to procure a consultant for a period of time, generally 5 years, rather than on a project by project basis. This allows the consultant to get familiar with the airport and follow-thru with short to long term planning, design, and construction. This process schedule generally gears towards the general procurement, however Items No. 10 & 11 directly addresses the specific project contracting and large project procurement.)
2. Developing The Scope  
(A scope of work should be determined by the sponsor so the consultant can see what types of projects they will be expected to complete, therefore allowing them to develop their statements of qualifications accordingly. A general procurement scope could be defined by listing upcoming projects such as on the ACIP/5-Year Plan. A specific/large project work scope could be defined by detailing the specific projects needs, and anticipated outcome (i.e. Project entails determining allowable SRE building size, performing applicable design, facilitating contractor bidding process, and performing construction oversight). A workscope should also be included. The workscope should include all the services the sponsor expects the consultant to perform in the planning, pre-design, design, and construction phases of projects (i.e. meetings, permit coordination, bid letting, construction administration, surveying, soil investigation, on-site inspection, prepare final project report, etc.). The development of a work scope and sponsor expectation list will also benefit the sponsor by providing a uniform basis for evaluating engineering firms.)
3. Establish Selection Committee:  
Committee is generally
  - a. comprised of an odd number of people
  - b. contains three or more members
4. Establish Timeline (Exhibit I)
5. Develop evaluation process/questions (Exhibit II)
6. Develop selection criteria (Exhibit III)
7. Advertise for interest and qualification (Exhibit IV)  
(committee, timeline, and evaluation/selection process should be decided prior to advertising)  
Suggested locations include:
  - a. Michigan Contractor & Builder
  - b. Local Newspaper
  - c. Other Trade Publications
  - d. Website (ex. community, county, or airport website)
8. Collect submissions
  - a. Review submitted qualifications
  - b. Develop short list (select three to five firms to interview)  
(could use Exhibit III to assist in evaluating/short listing firms)
  - c. Memo to Firms Non-Selected (Exhibit V)
  - d. Memo to Firms Selected (Exhibit VI)

## Procurement Process Schedule Cont.

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### 9. Consultant Evaluation/Selection/Approval

**NOTE: PROCUREMENT PROCESS MUST BE QUALITY BASED SELECTION. NO FEES ARE TO BE DISCUSSED DURING THE SELECTION PROCESS. FEE DISCUSSIONS COME AFTER FIRM IS SELECTED, DURING PROJECT CONTRACT & AMENDMENT NEGOTIATIONS (i.e. Brooks Act).**

- a. Sponsor selection committee to conduct Interviews, complete evaluations, rank firms.
  - b. Conduct Reference Check (Exhibit VII).
  - c. Select Firm.
  - d. Advise AERO of selected firm - AERO does not write concurrence letter.  
AERO may ask to review Procurement of Professional Services Checklist (Exhibit VIII), Interview Evaluation Forms, and any other pertinent information which assisted in firm selection if there is a question about procurement process or a complaint from a consultant. Sponsor shall retain all procurement records for minimum of 3 years from date of selection.
  - e. Sponsor to finalize local approval process of firm selection (i.e. Board Approval, Township Approval, etc.)
  - f. Sponsor to prepare and mail Final Selection Memos to Selected Firm (Exhibit IX) and Non-Selected Firms (Exhibit X).
  - g. Selected firm is to prepare a draft engineering services contract (see details below in Section 10), including proposed language, work scope, and cost estimate. Upon completion, Consultant will forward the draft contract to AERO and the Sponsor for a concurrent review process.
  - h. AERO and Sponsor will review draft engineering services contract for acceptability of language, work scope, and cost of services. If any part of contract is found to be unacceptable, AERO will function as lead agency in a negotiation process between Sponsor and Consultant.
  - i. If negotiations with the top-rated firm fail to achieve an acceptable engineering services contract, the Sponsor will request their second-rated firm to prepare and submit a draft engineering services contract for review, and the negotiation process, if necessary, will begin again. The top-rated firm will no longer be eligible for consideration at this point.
  - j. Successful negotiations that result in an approved engineering services contract will generally result in the successful consulting firm being placed on retainer for a period of up to five years. The firm will then be eligible to perform engineering services for any of the future projects listed in the Sponsor's advertisement for consultant services.
10. Project Contracts & Amendments – Specific Project Contracting
- a. Selected Consulting Firm to Prepare Standard Consulting Agreement (Exhibit XI) and submit to AERO for Approval of scope and fee. (Note: Generally the design for the project will be covered in the Standard Consultant Agreement, and subsequent construction supervision will be an amendment to this agreement. Scopes and fees will be negotiated individually per agreement or amendment.)
  - b. AERO to forward Approval to Sponsor to execute Standard Consultant Agreement or Amendment.
  - c. Upon local approval and execution of Standard Consultant Agreement or Amendment, one original to be forward to AERO to be kept on file.
11. Large Project Procurement
- a. When the desire of the procurement process is to select an A/E firm for an individual project, typically a large project, procurement advertising should be project specific (i.e. special expertise desired, experience with certain size project desired, etc.)

- b. Follow these same general procedures for procurement. Interview questions might want to be more project specific (i.e. experience in specific type of project, availability to meet airports timeline, etc.)

# Exhibit I

## Suggested Timeline

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Advertise for RFQ's - 30 days\*

Review RFQ's/Prepare Short-List - 20 days\*

Conduct Interviews/Select Firm – 10 days\*

### AFTER CONSULTING FIRM IS SELECTED

AERO Review/Approve Individual Project Contracts/Amendments – 15 to 30 days

Sponsor Execute Consulting Project Contract/Amendments – 15 to 45 days  
(length of time depends on Local Process)

### Some Problems To Avoid:

- \* Lengthy selection process. Keep to a minimum the time between asking for qualifications and making a final selection. Sixty days is a reasonable maximum.
- Competition for the sake of competition. Don't pre-select a favored firm and then invite others so that a guise of competition is created. Next time, qualified firms may not respond.
- Evaluating the technical competence of the consultant without having adequate technical experience available to the screening committee.
- Price competition on a non-federally funded project. Of course price is important! But it is more important to be sure that low prices are not based on low quality, poor performance, or a lack of experience or understanding of the project.

## Exhibit II

### Suggested Evaluation Process/Questions

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All qualifications/proposals received should be evaluated in compliance with FAA Advisory Circular 150/5100-14D, as amended, "Architectural, Engineering, Planning Consultant Services for Airport Grant Projects."

As such, the "Brooks Act" process is to be followed, and the selection of a Firm/Team is to be completed through a qualifications-based selection process.

Consultants may request, or sponsors may recommend interested consultants tour the airport site. Tours should consist of a general site overview, with emphasis on upcoming project or site concerns. Tours could be conducted one on one with each firm, in a group (possibly just prior to interviews), or in any other manner deemed appropriate.

#### Typical Interview Guidelines:

- Schedule all interviews on same day. This enables the committee to compare all interviewed firms while information is fresh in their minds and ensure consistent interview scoring.
- Selection of firm based on qualifications and selection criteria, NOT on fee. Consultant fees should not be discussed during the selection process.
- Are interviews being held in open or closed session? If regulations require they be conducted publicly, the firms should be notified of this.
- While it is appropriate to question firms about how they would approach the design of a project, owners should not ask for actual design solutions during the interview. Appropriate and responsive designs require considerably more interaction between the owner and engineer than is possible during the interview.
- It is not appropriate or ethical to offer or accept any gratuities, or promises of any, as a part of the selection process.
- Past performance is important. It is important to check references. Call and talk with previous clients.

Typical Interview Schedule

Activity	Time Frame
Set-Up	5 minutes
Airport Introduction	5 minutes
Consultant Presentation	20 minutes
Question/Answer Period	20 minutes
Wrap-Up	5 minutes
<b>Total Interaction Time</b>	<b>55 minutes</b>
Committee Evaluation *	15 minutes
<b>Total Time Per Firm</b>	<b>70 minutes</b>

\* The committee/board should schedule 15 minutes between interviews for an informal discussion on information presented during the preceding interview and rank the firm.

## Exhibit II - continued

# Suggested Evaluation Process/Questions

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Review the questions, and either pick a few from this list, or create some for consideration during the interview process. Bearing in mind interview time constraints, there will not be time to ask all questions. Allow time for the firm to ask questions about the airport, projects, etc.

A general discussion should take place by the selection committee after each firm has completed their interview. Following the completion of the interviews, a rating sheet should be prepared on each firm.

### General Questions

1. Airport Development Experience. Capability to perform comprehensive services including planning, financial analysis, project management, environmental engineering, architectural design, mechanical, electrical, geotechnical, structural, and civil engineering, surveying capabilities and construction testing/inspection/administration services.
2. Method to be used to fulfill required services (in-house resources, site visit frequency, accessibility to airport manager, inspection schedules-full or part time, sub-contracting practices).
3. Describe qualifications and experience of project staff.
4. Professional background and caliber of key personnel, including professional integrity and competence. Principal and/or Project Manager Registration as a Professional, as required under Michigan Law (Act 299 of 1980, as amended).
5. Describe qualifications and experience of sub-consultants (your selection process – competitive bidding/quoting, based on location, DBE firms). Describe your history of sub-consultant partnerships, or proposed partnerships, with a MDOT certified, or certifiable, Disadvantaged Business Enterprise (DBE) firms. (NOTE: Sponsor should check with the AERO DBE Coordinator to determine if there is a requirement for consultant DBE participation at airport. If there is, requirement should be listed in the advertisement, so potential consultants are aware of requirement).
6. Recent experience in airport projects including design philosophy, innovative and/or alternative designs approaches, energy conservation measures, value engineering, life cycle costing, visual design excellence. (i.e. LIST TYPES OF AIP PROJECTS)
7. Project Management Approach (5-year planning, ability to meet schedules/deadlines, budgeting/contract modifications/ cost overruns, correcting design oversights, day to day construction project oversight, coordination of multi-disciplined services)
8. Outcome of projects previously undertaken (Within Budget/Over Budget/Lawsuits/Sponsor Satisfaction)
9. Describe knowledge of FAA, MDEQ, USDA, and local policies and procedures including federal contract requirements, granting/appropriation procedures, state/local permitting requirements, local building codes, local/airport zoning ordinances, and AERO's Project Engineers Manual
10. Firms reputation for competence, quality of performance and work product.
11. Familiarity with and proximity to the geographic location of the project
12. Degree of interest shown in airport
13. Evidence of the establishment and implementation of an Affirmative Action Program

## Exhibit II - continued

### Suggested Evaluation Process/Questions

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#### Specific Questions

14. What other projects is your firm currently working on that could take precedent and time away from our projects? Is your firm under any time constraints for this year?
15. Will one point of contact from your firm be assigned? Who will it be?

## Exhibit III Suggested Selection Criteria

Firm:

Airport:

Selection Committee Member:

Date:

Categories/Questions	Rating *	Weight **	Total ***	Notes
<b>Qualifications</b> Specialized experience and technical competence to perform professional services. Qualified in-house staff, established sub-consultant relationships.				
<b>Soundness of Approach</b> Solid technique of analysis, comprehensive problem solving, accomplishing objectives				
<b>Efficiency</b> Establishing course of action for efficient production, exhibiting evidence of well thought out project planning				
<b>Integrity</b> Past record of performance, quality of work, competency				
<b>Availability</b> Ability to meet schedules, past project delivery, accessibility to airport manager, follow-up				
<b>Adaptability</b> Maintaining effectiveness when experiencing changes in task/direction, responding positively to change				
<b>Fiscal Responsibility</b> Evidence of pro-active cost control measures, budget constraint awareness				
<b>Regulatory Knowledge</b> Experience w/FAA and MDOT Airport Programs, State/Local Regulatory Procedures				
<b>Innovation</b> Generating innovative solutions to project challenges, on the cutting edge of technology				
<b>Customer Focus</b> Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms				
		<b>Grand Total</b>		

\* **Rating:** During the interview, rate each firm on a scale of 1 to 5, with 5 being the high, in each of the categories. Enter the rating numbers on the lines provided opposite each category.

\*\* **Weight:** Weights on a scale of 1 to 10 , with 10 being the highest, should be established for each category before the interview. Enter the pre-established weight for each category on the lines provided.

\*\*\* **Totals:** At the completion of the interview, multiply the rating by the weight in each category and enter the totals on the lines provided. Add all totals to establish a grand total.

## Exhibit III - continued Suggested Selection Criteria

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Airport:

Date:

### Composite Interview Scoring Summary

	Firm 1 -	Firm 2 -	Firm 3 -	Firm 4 -	Firm 5 -
Interviewer 1					
Interviewer 2					
Interviewer 3					
Interviewer 4					
Interviewer 5					
<b>Grand Total</b>					

(Note: For use in compiling all scores of firms participating in the interview process. Enter the grand total for each firm as recorded by each interviewer on the interview score sheet.)

## Exhibit IV Example Advertisements

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Advertisements should contain at least the following items:

- Owner/Sponsor Name
- Contact Person including phone number/e-mail
- Airport Name, Location
- Who & Where to Submit Qualifications (due date/time/street address)
- How will projects be funded  
(i.e. federal/state/local or state/local)
- State Procurement Objective – general consulting procurement (listing potential upcoming projects from ACIP/5-year plan and services required), or specific/large project procurement (detailing specific project goals)
- Indication that “selected firm will be subject to mandatory federal and state (or just state – depending on funding source) contract provisions”
- References to any applicable FAA advisory circulars

The following pages show some examples of various procurement advertisements:

**ALPENA, MI**  
**Professional**  
**Engineering Services**  
**CLOSING DATE: 5/9/2007**  
**REQUEST FOR QUALIFICATIONS**  
**REQUEST FOR PROPOSAL**  
**Alpena County Regional Airport**

Interested engineering firms are requested to submit a Statement of Qualifications (SOQ) and Proposal (RFP) to provide professional consulting services including planning, engineering design, and construction administration for the Alpena County Regional Airport. The proposal shall include the following: General consulting and advisement services on airport development issues including assistance in evaluating, updating and implementing the Airport's current 5-Year Capital Improvement Plan. Projects on the current plan include: 2008 - Airline Loading Bridge, 2009/2010 - Taxiway 7/25 Completion, Aircraft Rescue and Fire Fighting (ARFF) Procurement. The proposal SHALL EXCLUDE FEES OR COSTS for the projects. It SHALL DETAIL the Scope of Services in which the consultant will assist the Airport in evaluating existing airport conditions and the feasibility of projects on the current 5-Year Plan, updating said plan, and implementation of the plan through preliminary design, final design, and construction administration services. Projects are expected to be funded, in part, through multiple grants from the Federal Aviation Administration and the State of Michigan. The selected firm must be familiar with the FAA Airport Improvement Program (AIP), grant procedures including funding, and will be subject to Federal and State contract requirements. Firms responding must have experience in all areas of Airport development. Firms will be ranked on qualifications, including but not limited to experience with airport development projects, overall capital improvement planning and project coordination ability, key personnel's professional qualifications, professional integrity and competence including demonstrated ability to understand project's potential problems and the sponsor's special concerns, availability including demonstrated ability to meet schedules or deadlines, demonstration of fiscal responsibility including ability to complete projects without major cost escalations or overruns, and knowledge/familiarity with FAA and State regulations, policies, and

procedures. Not all of the services or development items identified in the Airport's current 5-Year Capital Improvement Plan and/or this advertisement may be contracted initially nor eventually required. The Airport reserves the right to initiate additional procurement action for any services included in this procurement, but not under contract. Interested candidates are requested to submit five (5) Qualification and Proposal packets **no later than May 9, 2007** to:

Billi McRoberts, Airport Manager  
Alpena County Regional Airport  
1617 Airport Rd.  
Alpena, MI 49707  
04/09/2007, 04/16/2007

**CADILLAC, MI**  
**Request For Qualifications**  
**CLOSING DATE: 8/17/2007**  
**REQUEST FOR QUALIFICATIONS**  
**-FAA 405 Obstruction Survey On Runway**

**Approach Ends 7 & 25 at the Wexford County Airport, Cadillac, Michigan**

Interested professional airport engineering/surveying consultants are invited to submit a **Statement of Qualifications and Experience** indicating the firms past ability to conduct runway approach survey and data submission in accordance with FAA specification 405 (Type ANAPC) and to the requirements of FAA AC 150/5300-18 and FAA 150/5300-16, if applicable.

The goal of this federal, state and local funded project will be to provide all necessary runway approach and survey control data to the FAA and its agents to enable development of an LPV approach to each end of runway 7/25.

The following information should be submitted to the Airport Sponsor no later than August 17, 2007 at 5:00 PM

(1) Qualifications and experience of the firm and each relevant staff member who would perform the work, including any subcontractors that may be considered.

(2) Geographic location of offices

(3) Present workload and its impact on the firm's ability to perform this work

The Statement of Qualifications and Experience will be used to select the consultant, considering the criteria stated above. A firm will then be asked to submit a draft contract to accomplish the needed services. Interested consultants should submit information to:

Wexford County Airport Authority  
Dana L. McGregor  
8040 E. 34 Road  
Cadillac, Michigan 49601  
231-779-7525  
08/06/2007

**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL ENGINEERING SERVICES  
Oakland County Airports**

Interested Professional Engineering Consultants are requested to submit statements of experience and qualifications to Oakland County in regard to providing professional consulting services to support the next five-year Capital Improvement Program for the development of Oakland County Airports, consisting of but not limited to the following capital improvement projects:

- Runways, taxiways and aprons
- Field lighting and instrumentation
- Car parking and access roads
- Fencing and security improvements
- Approach clearing and land restoration
- Screen walls
- Buildings, terminal, storage buildings for airport equipment, stand-by power
- Procurement SRE equipment
- Update airport layout plan

Services shall include airport planning, design, preparation of construction plans and specifications, engineering reports, cost estimates, project management, construction engineering, and testing for individual projects as may be requested by the County.

It is anticipated the projects will be funded, in part, by grants from the Federal Aviation Administration, Michigan Department of Transportation-Bureau of Aeronautics. The selected firm will be subject to federal and state requirements. The engineering consultant's attention is directed in particular to the Equal Employment Opportunity and other labor requirements as detailed therein. The Sponsor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 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 issued pursuant to such Act hereby notifies all interested parties that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to respond to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Firms will be ranked on experience and qualifications, including but not limited to airport development projects, personnel qualifications, availability, familiarity with the airport, interest and ability to meet federal and state requirements.

Interested consultants should submit statements of qualifications and experience no later than November 3, 2005 to:

Karl W. Randall, Manager of Aviation  
Oakland County International Airport  
6500 Highland Road  
Waterford, MI 48327-1649

Exhibit V  
MEMO - Firms NOT-SELECTED For Interview

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TO: (List firms in alphabetical order - All firms NOT-SELECTED to interview)

From: Sponsor  
Selection Committee Individuals  
Address

RE: Consultant Procurement Process

The \_\_\_\_\_ expresses its appreciation to you and your firm for submitting your Letters of Qualification. After careful consideration of all firms whom submitted qualifications, the selection committee has decided to interview the following firms:

(list selected firms in alphabetical order)

Although your firm was not selected for an interview, we appreciate your interest in our airport and the resources spent on the preparation of your proposal.

Exhibit VI  
MEMO - Firms SELECTED For Interview

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TO: (List firms in alphabetical order)

NOTE: It is the option of the sponsor to list firms in 'group memo' such as this example or to write individual letters to each firm.

From: Sponsor  
Selection Committee Individuals  
Address

RE: Consultant Procurement Process  
Interview Schedule and Requirements

The firms listed above have been short listed and will be interviewed for the professional design services related to (general consultant services of large/specific project name). \_\_\_\_\_

Attached to this memo are the following:

1. The Selection Criteria Sheet, which will be used by the selection committee during the interview session.
2. The Interview Evaluation Form, which the selection committee will use to compile evaluation scores.
3. Copies of \_\_\_\_\_ (pertinent reports or studies), compiled by \_\_\_\_\_, for your information and review.

Each firm will be allowed a \_\_\_\_ minute presentation period, followed by a \_\_\_\_\_ minute question/answer period. There will be 15 minutes between interview for the selection committee to informally discuss of information presented during the proceeding interview. At the completion of the interview, the selection committee will rank the firms in accordance with their determination of which firm is most competent and compatible to perform general consulting services. The firm deemed to be most qualified will then enter into negotiations for a contract to provide the applicable consulting services. If contract terms cannot be reached, the firm ranked second will be invited in for contract negotiations.

Interviews will be held on \_\_\_\_\_:

The location is : \_\_\_\_\_

The order and time of interview is:

Time	Firm

A tour of the site/and or facility will be arranged for \_\_\_\_\_. Please have your firm's representative make arrangements with the (name of sponsor's representative) \_\_\_\_\_ for a time on this date.

If such an opportunity is afforded, it should be clear this will be at the sole cost of the Consultant.

The successful Firm/Team shall comply with all Federal Aviation Administration and State of Michigan statues and laws.

## Exhibit VII Reference Check

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The reference check is the most important. You should determine the following about each consulting firm you are considering.

The best way to understand how each firm worked with similar communities/districts and how satisfied the community/district was (with the firm, their staff, and overall work) is to ask. This can be a time-consuming process, but it may prove to be the most valuable information you obtain and use in making your decision on which firms to interview and which firm to hire! Take the time necessary to contact the communities/districts for information on the projects listed as references by the engineering firms. You will obtain information on the community relations the firm/individual has had with previous clients.

Feel free to contact not only communities/districts listed as references, but also those listed as prior clients. Contact several references for each firm being considered.

Questions to ask (choose a few, firm will not have time to answer all)

What are the backgrounds of the principals and key staff?

What kinds of clients has the firm served?

How long has the firm been in business?

How much of the firms business is for repeat clients?

How much time will principals of the firm devote to the project?

Were you satisfied with the quality and timeliness of the work?

Was the information presented in the firms 'selection interview' followed-thru in their project performance? i.e. qualified staff working on projects, accessibility to key personnel, timeliness of projects, etc (no bait & switch tactics).

Was the engineer assigned to your project knowledgeable about the funding program, and its requirements?

Was the engineer willing and able to work closely and effectively with your community/district board?

Were the costs and charges reasonable in relation to the work performed?

Was the engineering firm able to meet the time frame and schedules agreed upon in your contracts?

Did the engineer have other projects scheduled that caused time delays in your project?

Did you experience any problems that would discourage you from hiring this engineering firm again?

Did they assist with your grant application to your funding source? Was that application successful?

NOTE: MDOT-AERO cannot make recommendations, however AERO can provide a list of airports whom consultants have worked with, in order for Sponsor to contact directly and check references on their own.

## Exhibit VIII Procurement of Professional Services Checklist

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This checklist to be submitted to MDOT-AERO if requested, to verify procurement process.

Date of Procurement:

Airport:

Sponsor Contact Name & Phone:

Services Procured: (circle one): general consulting or large/specific project: \_\_\_\_\_

Type of Procurement: (circle one):

Under \$25,000 (advertising & selection committee can be omitted, oral or written request for qualifications from a minimum of 3 firms is acceptable)

\$25,000 and Over

Members of Selection Committee

Copy of Advertisement

Lists of Firms Submitting Qualifications

List of Firms Solicited for Qualifications

Criteria used in Short Listing Firms

Evaluation of Qualifications

List of Firms Chosen for Interviews

Interview Schedule

Criteria used in Interviewing Firms

Evaluation and Final Ranking of Firms

Copy of Draft Contract of Selected Firm

Exhibit IX  
Final Selection Memo  
Firms NON-SELECTED

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TO: (Firms interviewed, but NOT-SELECTED. List firms in alphabetical order)

From: Sponsor  
Selection Committee Individuals  
Address

RE: Status of Selection Process  
Consultant Procurement - General Consulting Services

The \_\_\_\_\_ has completed the selection process for professional consulting services for the above referenced airport. It has been our objective to select the most qualified firm to perform said services. The results of the selection committee decision ranks the firms interviewed in the following order:

Firm #1 -

Firm #2 -

Firm #3 -

We have entered into contract discussion and negotiations with \_\_\_\_\_. On behalf of \_\_\_\_\_, the selection committee expressed their appreciation for your time, effort, and interest in our facility.

Exhibit X  
Final Selection Memo  
Firm SELECTED

---

TO: (Successful SELECTED Firm)

From: Sponsor  
Selection Committee Individuals  
Address

RE: Status of Selection Process  
Consultant Procurement - General Consulting Services

The \_\_\_\_\_ has completed their selection process for professional consulting services for the \_\_\_\_\_ airport. On behalf of the selection committee, I would like to congratulate your firm on being selected as our consultant to perform the engineering services for our upcoming projects.

The next step is to prepare a draft engineering services contract, including a detailed project work scope and cost estimate. I will be in touch with you in the near future in order to discuss the project scoping and contracting procedures.

Should you have any questions at this time, I can be reached at \_\_\_\_\_.

Exhibit XI

7/2004

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, in the year  
of 20\_\_\_\_,

BETWEEN THE Owner (hereinafter referred to as Sponsor),

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and the Engineer (hereinafter referred to as the Consultant).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the following PROJECT:

Location: \_\_\_\_\_  
\_\_\_\_\_

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

(See Attachment "D" - Sketch For Location Work Areas.)

WHEREAS, the Sponsor proposed to have professional engineering services performed for the described project;

AND WHEREAS, the Sponsor has caused a review to be made of the qualifications of the Consultant and is satisfied the Consultant is competent and qualified;

AND WHEREAS, the Consultant is willing and able to accomplish the services provided and set forth hereinafter in the Agreement;



AND WHEREAS, the Sponsor shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

WITNESSETH: That for and in consideration of the covenants and agreements to be performed by the respective parties hereto, it is agreed by and between the Sponsor and the Consultant as follows:

**Article 1 - Description of Work to be Done:**

Services to be furnished by the Consultant to the Sponsor together with obligations of the Sponsor or Sponsor's Agent (Michigan Department of Transportation, Multi-Modal Transportation Services Bureau, Airports Division or hereinafter referred to as AERO) to furnish certain information and data shall consist of the following described elements (additional explanations included in Attachment "E"):

**DESIGN PHASE (1)**

**Element 1.11 - Pre-Design Conference**

A pre-design conference called by the Sponsor shall be held between the Sponsor, the Consultant and any other participating or regulatory governmental agency. This pre-design conference shall be held for the express purposes for the Consultant to ascertain from responsible representatives of each group, the Sponsor and all participating governmental agencies, their individual project requirements affecting the scope of work, design standards, presentation of final plans and documents. The requirements set forth in this pre-design conference shall be confirmed in writing by the Consultant to the Sponsor, with copies to each participating unit of government.

**Element 1.12 - Engineering Survey**

The Consultant shall determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, structural elevations, and field testing as may be required to complete plans and specifications.

**Element 1.13 - Detailed Construction Plans and Specifications**

The Consultant shall prepare detailed construction plans and specifications for the work described above, presented on drawings (24" x 36") and other documents (8-1/2" x 11") to fix and describe the size and character of the entire project including grading, drainage, paving, lighting, turfing, structures, etc., all as may apply to the project. Documents shall set forth in detail requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications shall comply with the requirements established in the pre-design conference together with the common practice of design and ethical practices of professional engineers. Plans and specifications shall be certified by the Consultant for compliance with current Federal Aviation Administration and AERO requirements in effect at the time the plans and specifications are prepared.

**Element 1.14 - Estimate of Probable Construction Cost**

The Consultant shall prepare for the Sponsor a detailed estimate of construction costs

based upon the detailed plans and specifications prepared under 1.13. This statement of probable construction cost prepared by the Consultant represents the Consultant's best judgement as a design professional at the time the estimate is drawn. It is recognized, however, that neither the Consultant nor the Sponsor has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the Consultant cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the Consultant.

**Element 1.15 - Engineering Report**

The Consultant shall prepare an engineering report which relates to the Sponsor and participating governmental agencies, the fundamental considerations and concepts used in design of the project. This report shall include the basic design factors for drainage, pavement design, and scheduling of the various phases of the project during construction as may be required to maintain both ground and air traffic. Deviation in design and construction standards shall be included in the engineering report.

**Element 1.16 - Users Conference (If required)**

The Consultant shall prepare, for the Sponsor, an estimated time schedule to be followed during the construction period. This estimated time schedule of construction will be presented by the Sponsor and the Consultant in a meeting with airport users. The Consultant will furnish one copy of the estimated time schedule to the Sponsor for printing and disbursement to the users by the Sponsor. It is recognized, however, that neither the Consultant nor the Sponsor has absolute control over the estimated time schedule presented to any person, group or organization whomsoever.

**Element 1.17 - Obligations of Sponsor or Sponsor's Agent to Consultant**

When called for by the Consultant, one copy of all existing data applicable to this project and in the possession of the Sponsor or AERO as the Sponsor's Agent or any other agency of government shall be furnished at no cost to the Consultant. Existing data shall include but not be restricted to the following:

- 1) As-Constructed Plans
- 2) Pavement Design Data
- 3) Soil Borings, Analysis and Classification
- 4) Drainage Design Data
- 5) Topographic Notes and Maps
- 6) Approach Data and Zoning Maps
- 7) Property Maps Including Fee Ownership and Easements, including land descriptions
- 8) All Local, State, Federal Ordinances, Regulations, or Laws Affecting the Project
- 9) Aerial Photography, Prints, Mylars, Topographic Maps, etc.

The Sponsor or AERO, as the Sponsor's Agent, shall furnish, at no cost to the Consultant, standard contract documents for bidders, including, but not restricted to the following:

- 1) Notice to Contractors (including advertising charges)
- 2) Instructions to Bidders

- 3) All Federal, State or Local Wage Rates as Applicable to this Project
- 4) General Provisions of Contract
- 5) Supplemental provisions of Contract
- 6) Special Provisions of Contract (except as may be supplemented by the Consultant)
- 7) Standard Construction Specifications (except as may be supplemented by the Consultant)
- 8) Standard Supplemental Specifications (except as may be supplemented by the Consultant)
- 9) Standard Testing Requirements (except as provided by the Consultant)
- 10) Proposal
- 11) Construction Contract
- 12) Form of Performance and Lien Bond
- 13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The Sponsor or Sponsor's Agent, at no cost to the Consultant, shall furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information and documents furnished by the Sponsor or Sponsor's Agent shall be furnished at Sponsor's expense.

#### **Element 1.18 - Conferences and Meetings**

The following conferences and meetings shall be attended by the Consultant and the Sponsor at location indicated for the purpose of coordination, information and understanding.

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the Sponsor and to be held at the project site.
- 2) Progress meetings (one each month during the progress of work) to be called by the Sponsor, to be held at the office of the Sponsor and attended by the Consultant for the purpose of appraising the Sponsor of progress and to resolve any problems, answer questions and general coordination.
- 3) Upon completion by the Consultant of final plans, specifications, cost estimates and engineering report, the Consultant shall furnish copies to the participating governmental agencies for review. After reasonable time for review by the Sponsor and participating governmental agencies, a meeting called by the Sponsor shall be held to review final plans with the Sponsor and participating governmental agencies at the project site.
- 4) Upon determination of estimated construction time schedule, a users' conference as provided under Element 1.16 is to be called by the Sponsor, to be held at a location designated by the Sponsor.
- 5) Upon advertising of the project for bids, the Consultant and the Sponsor or Sponsor's Agent shall hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders.

#### **Element 1.19 - Number of Copies**

The Consultant shall furnish to the Sponsor the following number of documents:

Project Cost Estimates (Element 1.14).....	2
Safety/Phasing Plan.....	7
Blue Line-Final Construction Plans (Element 1.13) .....	2
Consultant's Supplemented Specifications.....	2
Engineering Report (Element 1.15).....	3
Reproducible Construction Drawings (Element 1.13) .....	1

The Consultant shall be compensated for additional copies in accordance with Element 3.1.

## **CONSTRUCTION PHASE (2)**

### **Element 1.20 - Sufficient Personnel**

The Consultant will provide sufficient personnel and services necessary to comply with the AERO Project Engineers Manual, latest revision at the time this agreement is executed.

### **Element 1.21 - Pre-Construction Conference**

A pre-construction conference called by the Sponsor shall be held between the Sponsor, the Federal Aviation Administration (FAA), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the Consultant. This pre-construction conference shall be held for the Contractor and the Consultant to receive instructions from the Sponsor and participating/regulatory governmental units, to develop construction schedules and coordination during construction.

### **Element 1.22 - General Information and Coordination**

The Consultant shall provide information and coordination to the Sponsor and Contractor as to the understanding of the plans and specifications. The Consultant shall not guarantee the performance of the Contractor but shall report to the Sponsor any work and materials which, in the opinion of the Consultant, do not meet the requirements of plans and specifications. The Consultant shall not be responsible for any acts of the Contractor whatsoever.

### **Element 1.23 - Engineering Survey and Layout As May Be Applicable**

The Consultant shall take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The Consultant shall stake out the work for line and grade. Stake out shall consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s shall be available to the Contractor for his reference and checking of the Consultant's stakes. Consultant will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

**Element 1.24 - Materials Testing and Shop Drawings**

The Consultant shall review material testing reports submitted by the Contractor to determine if test reports meet the requirements of specifications. Submit two copies of material testing reports to the Sponsor or Sponsor's Agent. Review shop drawings to determine compliance with plans and specifications. Submit two copies of all shop drawings to the Sponsor or the Sponsor's Agent.

**Element 1.25 - Field Tests and Grade Inspection As May Be Applicable**

The Consultant shall make periodic field tests and grade inspection at the project site to determine, in the opinion of the Consultant, if materials and workmanship conform with plans and specifications. Field tests shall include compaction tests, for soils in place; gradation tests for aggregates; extraction tests for bituminous mixtures and compaction tests for in-place bituminous pavements; slump, entrained air and yield tests for concrete pavement.

**Element 1.26 - Cost Estimate and Change Orders**

The Consultant shall prepare periodic cost estimates, change orders, stop and start orders as may be applicable during the construction period in three copies and present to the Sponsor or Sponsor's Agent for approval and processing.

**Element 1.27 - Weekly Reports**

The Consultant shall prepare FAA Form 5370-1, Construction Progress and Inspection Report, and submit two copies to the Sponsor or the Sponsor's Agent weekly during the construction period.

**Element 1.28 - Final Inspection**

The Consultant shall be present at final inspection, together with the Sponsor, Sponsor's Agent, participating governmental units and the Contractor.

**Element 1.29 - Final Quantities - As-Constructed Plans**

The Consultant shall compute final pay quantities, prepare and submit to the Sponsor or the Sponsor's Agent for approval As-Constructed Plans and update the Airport Layout Plan showing work constructed under the project.

**Element 1.30 - Equipment**

The Consultant shall furnish all necessary surveying and field testing equipment to accomplish the above named work.

**SUBCONSULTANT SERVICES (3)**

**Element 1.31 - Subconsultant Service**

Any services to be provided by subconsultants shall be provided for in a subconsultant agreement which shall meet the written approval of the Sponsor. Costs of subconsultant services shall be included in Element 3.1 - Fee.

**Article 2 - Time of Beginning and Completion**

**DESIGN PHASE (1)**

**Element 2.11 - Time of Beginning**

Upon acceptance of this agreement by both the Sponsor and the Consultant, the Consultant shall have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

**Element 2.12 - Time for Completion**

The estimated time for the Consultant to complete the work named in Element 1.11 through 1.19 of this agreement, ready for submission of final plans to the Sponsor for Sponsor's approval is \_\_\_\_\_ ( ) calendar days from the date the Consultant actually starts work. The Consultant shall report his progress to the Sponsor at the monthly progress meetings as required under Element 1.18 to keep the Sponsor informed of progress and any adjustments to the estimated time schedule which may be necessary because of the supplying of information to the Consultant by the Sponsor or Sponsor's Agent as provided under Element 1.17 and other reasons beyond the control of either the Sponsor or the Consultant. Changes in time for completion shall be in accordance with Element 4.4.

**CONSTRUCTION PHASE (2)**

**Element 2.21 - Time of Beginning**

Provided the Notice to Proceed is issued sufficiently in advance of the start of construction the Consultant will begin work seven (7) days prior to the effective date of the Notice to Proceed to the Contractor. If not, the Consultant will coordinate the beginning of work with the work of the Construction Contractor.

**Element 2.22 - Time for Completion**

The Consultant shall finish all work under this Agreement within thirty (30) days after final acceptance of the construction work by the Sponsor.

**Article 3 - Payment**

**Element 3.1 - Fee**

The Sponsor agrees to pay the Consultant as full compensation for services rendered as set forth in this Agreement as follows:

**Phase (1) Design**

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18, 1.19 and 1.31 a firm fixed fee of \$\_\_\_\_\_ . A breakdown of the cost is included as Attachment "C."

The Sponsor shall compensate the Consultant for requested printed materials in excess of those identified in Element 1.19 in accordance with the following:

- Mylar .003 Transparent (24" x 36") \_\_\_\_\_/sheet
- Blue line Plan sheets (24" x 36") \_\_\_\_\_/sheet
- Black Print on White Paper (8.5" x 11") \_\_\_\_\_/sheet

Black Print on White Paper (11" x 17")

\_\_\_\_\_/sheet

**Phase (2) Construction**

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed-fee of (to be negotiated as an Amendment to this Agreement, upon completion of design and advertising for bids).

The fee described above shall be considered payment in full by the Sponsor to the Consultant for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions.

**Element 3.2 - Progress Payments**

**Phase (1) Design/Phase (2) Construction**

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

All charges for service shall be due and payable upon receipt of invoice by Sponsor. In the event Phase (1) Design is completed but bids are not received, final payment will be due and payable sixty (60) days after completion of Phase (1) Design.

The Consultant shall submit periodic invoices for services rendered. Each invoice shall be based upon the proportion of the total service actually completed at the time of billing. The final invoice shall be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all contract requirements have been completed. The Sponsor shall make prompt payments in response to the Consultant's periodic statements. The first progress payment due and payable\_ (\_\_\_\_) days from the date the Sponsor authorizes the Consultant to proceed with the work.

The Consultant agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the Consultant receives from the State of Michigan or Sponsor. The Consultant also is required to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the Sponsor or the Sponsor's Agent. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subconsultant against the Sponsor or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The Consultant further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to the DEPARTMENT semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the Sponsor or the Sponsor's Agent.

#### **Article 4 - Miscellaneous Provisions**

##### **Element 4.1 - Miscellaneous Provisions**

The Consultant shall follow insofar as applicable and reasonable and as approved by the Sponsor, current design standards set forth by the Sponsor, the Sponsor's Agent and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the Consultant has completed that portion of the work to which a particular standard may apply, and in the event the Consultant is required by the Sponsor to make revisions to completed work to meet revised standards and certification requirements, the Consultant shall be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the Sponsor, Sponsor's Agent, or other participating governmental agency and required to be incorporated in the final plans and documents shall not be the responsibility of the Consultant. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the Sponsor in the performance of this contract shall be the responsibility of the Sponsor, and not the responsibility of the Consultant, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the Sponsor, or any elected or appointed officer, employee or agent of the Sponsor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Sponsor, or any elected or appointed officer, employee or agent of the Sponsor by statute or court decision.

##### **Element 4.2 - Ownership of Documents**

Completed original documents, such as final contract tracings, plans, maps and specifications prepared or obtained by the Consultant as provided under the terms of this Agreement shall be printed on transparent .003 M Mylar. The mylar prints of the originals shall be delivered to and become the property of the Sponsor. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service but shall be made available, upon request, to the Sponsor without restriction or limitation on their use.

In the event any of the above documents are revised by the Sponsor, the nameplates of the Consultant will be removed and the Sponsor shall assume full responsibility for the reuse of these documents.

##### **Element 4.3 - Changes in Work**

By mutual acceptance of both the Sponsor and the Consultant, changes in work from that

work herein provided, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Agreement. Each amendment shall describe the revision or addition of work in detail. The associated cost of the revised or additional work shall be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) contained herein shall be provided. Any change to the contract time shall also be defined in each amendment. Each amendment must be signed and dated by both the Sponsor and the Consultant.

**Element 4.4 - Delays and Extensions**

Changes in the estimated time schedule as may be required by the Sponsor or the Consultant shall be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

**Element 4.5 - Insurance and Liability**

The Consultant will maintain worker's compensation and public liability insurance as required by law and shall, upon request, show proof of compliance with this requirement.

**Element 4.6 - General Compliance With Laws**

Unless otherwise specified, this Agreement shall be governed by the laws of the principal address of the Sponsor. The Consultant agrees to comply with all Federal, State and Local laws applicable to the work.

**Element 4.7 - Subletting, Assignment and Transfer**

The Sponsor and the Consultant each binds himself, his partners, successors, assignees and legal representatives to the other party to this Agreement and to the Partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Sponsor nor the Consultant shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

**Element 4.8 - Consultant's Endorsement**

The Consultant shall seal and sign all final plans and specifications furnished to the Sponsor.

**Element 4.9 - Disputes**

All disputes concerning a question of fact in connection with work not disposed of by agreement between the Sponsor and the Consultant shall be settled through standard court actions.

**Element 4.10 - Responsibility for Claims and Liability**

The Consultant shall save harmless the Sponsor, Sponsor's Agent, FAA or other governmental agencies from all claims and liability due to negligence of the Consultants or its subcontractors, except as provided in Element 4.1.

**Element 4.11 - Assignment of Antitrust Rights**

With regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract, the Consultant hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation

of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The Consultant shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the consultant's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The Consultant shall notify the Sponsor if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract may have occurred or is threatened to occur. The Consultant shall also notify the Sponsor or the Sponsor's Agent if it becomes aware of any persons intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract.

**Element 4.12 - Prohibition of Discrimination in State Contracts & Appendix B**

The Consultant hereby agrees to comply with the requirements of Attachment "A" and Appendix B attached hereto and made a part hereof.

**Element 4.13 - Additional Provisions**

Additional provisions of this Agreement are included as Attachment "B".

**Element 4.14 – Non-Construction Requirements**

Non-construction requirements are included as Attachment "F".

IN WITNESS WHEREOF the parties hereto have fixed their hand this day and date first written above.

ACCEPTED BY THE SPONSOR

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Sponsor

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip Code

BY: \_\_\_\_\_  
Authorized Representative of Sponsor

.....

ACCEPTED BY THE CONSULTANT

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip Code

BY: \_\_\_\_\_  
Authorized Representative of Consultant

***INCLUDE THIS PAGE IN ALL CONTRACTS!!***

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment "B". The preceding is the base contract, no changes may be made to the wordage or numbering without the written approval of the Airports Division, Bureau of Multi-Modal Transportation Services.

**SCHEDULE OF ATTACHMENTS**

- Attachment "A" - Prohibition of Discrimination in State Contracts
  - Appendix B - Civil Rights Act of 1964....Contractual Requirements
- Attachment "B" - Additional Provisions
- Attachment "C" - Cost Breakdown
- Attachment "D" - Sketches
- Attachment "E" - Scope of Work/Services
- Attachment "F" - Non-construction contract requirements
- Attachment "G" - Prime Consultant Statement of DBE Subconsultant Payments

# ATTACHMENT "A"

## APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the Contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees 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, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees 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 a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held

pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

APPENDIX B  
(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21  
CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations, relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**ATTACHMENT "B"**

**Additional Provisions**

# **ATTACHMENT "C"**

## **Cost Breakdown**

**ATTACHMENT "D"**

**Sketch Showing Location of Work to be  
Performed as Part of this Agreement**

# **ATTACHMENT "E"**

## **Scope of Work/Services**

**Attachment “F”**  
**NON-CONSTRUCTION CONTRACT**

**CIVIL RIGHTS ACT OF 1964, TITLE VI**  
**49 CFR PART 21**  
**CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**1.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**1.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**1.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The

contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520  
GENERAL CIVIL RIGHTS PROVISIONS  
49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ACCESS TO RECORDS AND REPORTS  
49 CFR PART 18.36(i)**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, 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 contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**RIGHTS TO INVENTIONS  
49 CFR Part 18.36(i)(8)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**DISADVANTAGED BUSINESS ENTERPRISES  
49 CFR Part 26**

**Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from the Sponsor or the Sponsor's Agent. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor or the Sponsor's Agent. This clause applies to both DBE and non-DBE subcontractors.

### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 49 CFR Part 20, Appendix A**

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

### **TRADE RESTRICTION CLAUSE 49 CFR PART 30**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

### **TERMINATION OF CONTRACT** **49 CFR Part 18.36(i)(2)**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such

case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
49 CFR Part 29**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**BREACH OF CONTRACT TERMS  
49 CFR Part 18.36**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

July 1, 2004

## **ATTACHMENT "G"**

**Prime Consultant Statement of DBE Sub-Consultant Payments**

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT:	CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.	CONTRACT NO.
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BILLING PERIOD:	Check if Final Payment	JOB NO.
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CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate.

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE)	TITLE	DATE
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FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (SIGNATURE)	DATE
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**SPECIAL NOTE: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.**

## INSTRUCTIONS

### **PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:**

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Contract Administrator with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Reporting Period" report actual payments made to the subcontractor for services during this reporting period.

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

### **MDOT CONTRACT ADMINISTRATOR:**

Complete "Comments" if necessary, sign, date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development  
P.O. Box 30050  
Lansing, Michigan 48909  
Questions about this form? call Toll-free, 1-866-DBE-1264