



Indianapolis Airport Authority

Request for Qualifications

Solicitation for:

Professional Services

for

Eagle Creek Airpark

Rehabilitate, Relocate & Widen Taxiway B,

Project # E-16-055

Issued:

April 22, 2016

Due:

May 23, 2016

No later than 3:00 PM local time

Deliver to:

Indianapolis Airport Authority

Attn: Ms. Shannetta Griffin, P.E.

Senior Director of Planning & Development

7800 Col. H. Weir Cook Memorial Dr.

Indianapolis, IN 46241

Questions:

cip@indianapolisairport.com

For notifications on new opportunities listed on our Web site and to learn other relevant business information about the IAA, connect with us on Twitter (www.twitter.com/IAA_business) and Facebook: (www.facebook.com/IndianapolisAirportAuthority).

Notice: Please be advised that individuals interested in receiving information about potential business opportunities with the Indianapolis Airport Authority ("IAA") regarding employment opportunities, bid packages, Requests for Qualifications and all other opportunities related to public procurement, should refer to IAA's social media pages solely as a supplement to, and not as a substitute for, the IAA's official procurement site, which is www.indianapolisairport.com.

1 GENERAL INFORMATION

1.1 SCOPE OF WORK

The Indianapolis Airport Authority (OWNER) is seeking the professional services of a qualified engineering firm (RESPONDENT) to provide engineering and design related services associated with project at Eagle Creek Airpark. The project is more specifically detailed below, with the project location included in the attachments as Exhibit A. The RESPONDENT is invited to submit a Statement of Qualifications (SOQ) relative to the projects per the requirements in Section 2.2.

Project Objectives: The objectives of the project is the preparation of bid documents for the construction of Rehabilitate, Relocate & Widen Taxiway B (Project # E-16-055). The project, as well as the follow-on construction projects, will be completed with FAA AIP Funds.

Rehabilitate, Relocate & Widen Taxiway B, Project # E-16-055: Taxiway B surface is to be rehabilitated to maintain serviceable condition. As part of the rehabilitation, Taxiway B will also be relocated 15 feet to the west to increase the runway centerline to taxiway centerline separation to meet Federal Aviation Administrations (FAA) standards.

Professional Services Scope: RESPONDENT shall provide professional services as needed to complete, to the satisfaction of the OWNER and FAA, the project as outlined above in accordance with the stipulations contained within the sample contract in Exhibit B. Said professional services may include, but are not limited to:

1. Site Survey
2. Existing Conditions Report
3. Geotechnical Evaluation
4. Drainage Evaluation
5. Permitting Plan
6. Pavement Analysis and Aircraft Loading Calculations
7. Airfield Electrical Evaluation
8. Initial (30%), Preliminary (60%), and Final Design (90%)
9. Preparation of Biddable Construction Documents
10. Construction Administration
11. Post-Construction Administration
12. Submittal of as-builts (record drawings) and other deliverables, including post-construction surveys, in a digital format compatible with the FAA Airport GIS database.
13. Uploading and obtaining validation from the FAA AGIS system (All surveys shall be accomplished per applicable FAA standards (current versions of Advisory Circulars 150/5300-16A, -17B, and -18B).
14. Detailed Construction Cost Estimates at the following three (3) stages of design:
 - a. Initial Design
 - b. Preliminary Design
 - c. Final Design

Construction testing and inspection services are not part of this RFQ as the OWNER will contract for these under separate contract.

Key Considerations in selection of designers:

- Experience with pavement closures during construction.
- Experience with airfield pavement rehabilitation design.
- Preparation of safety phasing plans per FAA requirements.
- Experience in early strength concrete mix design and applicability to projects.
- As-built plans to AGIS requirements.
- Experience in analyzing cause of pavement failure and remedies.
- Experience in pavement evaluation.

Deliverables: Initial design report, preliminary and final design plans and specifications, bidding phase services, construction administration, and post construction services including as-built drawings.

Project Schedule: This project is anticipated to be initiated in June 2016 with construction occurring in 2017. Both INDOT and FAA Construction Grant funds are anticipated to be used for this project.

Diversity Participation: The Indianapolis Airport Authority (IAA) is interested in maximizing the participation of disadvantaged, minority, women and veteran owned business in all projects. To those ends, IAA has set the following goals for this project(s): 14% DBE, 15% MBE, 10% WBE, & 3% VBE

1.2 TERM OF CONTRACT

The term of the contract for the project listed in Section 1.1 is approximately 24 months. The term may be adjusted to align with anticipated grant funding for construction.

1.3 SOQ DUE DATE AND TIME

SOQs must be received at:

**Indianapolis Airport Authority
Attn: Ms. Shannetta Griffin, P.E.
Senior Director of Planning & Development
7800 Col. H. Weir Cook Memorial Dr.
Indianapolis, IN 46241**

No later than 3:00 p.m. local time on May 23, 2016.

1.4 TIMELINE

The following key dates are intended to illustrate the anticipated timeline for the RFQ.

<u>ACTIVITY</u>	<u>DATE</u>
RFQ available	April 22, 2016
Pre-submittal meeting	May 3, 2016, 2 pm EST
Site Visit - Eagle Creek Airpark	May 6, 2016, 3 p.m.
Written questions due	May 13, 2016, 3pm EST
Written responses to questions released	May 18, 2016
SOQs due	May 23, 2016, 3pm EST
Short list interviews (if needed)	Starting Week of May 30, 2016
Contract award anticipated	June 17, 2016

The Pre-Submittal Meeting on May 3, 2016 at 2 p.m. local time will be held at Indianapolis International Airport, 7800 Col. H. Weir Cook Memorial Dr., Indianapolis, IN 46241 in 4th Floor Board Room. The site visit meeting on May 6, 2016 at 3 p.m. local time will begin at the IAA T-Hangars located at the north corner of Eagle Creek Airpark. The written response to questions will be posted on the IAA website at: http://business.ind.com/employment_business/businessOpportunities.aspx.

1.5 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this Request for Qualifications (RFQ) may be modified or withdrawn in writing or by fax notice to (317) 487-5512 to the attention of Ms. Shannetta Griffin, P.E. if received prior to the exact hour and date specified for receipt of the SOQ. The RESPONDENT'S authorized representative may also withdraw the SOQ in person, providing his or her identity is made known, he or she signs a receipt for the SOQ, and it is prior to the exact hour and date specified for the receipt of SOQs. SOQs may not be withdrawn after the SOQ due date and time has passed.

Modification to or withdrawal of a SOQ received by the OWNER after the exact hour and date specified for receipt of SOQs will render the SOQ void. If it becomes necessary to revise any part of this RFQ or if additional data is necessary for an exact interpretation of provisions of this RFQ prior to the due date for SOQs, an addendum will be issued by the OWNER. If such addendum(s) issuance is/are necessary, the OWNER reserves the right to extend the due date and time of SOQs to accommodate such interpretations or additional data requirements.

1.6 CONTRACT OBLIGATIONS

Although the OWNER expects that any RESPONDENT submitting a SOQ will self-perform at least 40% of the services as requested, subcontracting by the RESPONDENT is acceptable in performing the requirements of this RFQ. RESPONDENTS are encouraged to team with the local contracting community in their SOQ to this RFQ. However, the RESPONDENT must obtain the approval of the OWNER before finalizing a contract with a subcontractor for any portion of the project's requirements. The RESPONDENT is responsible for the performance of any obligations that may result from

this RFQ and shall not be relieved by the non-performance of any subcontractor. Any RESPONDENT's SOQ must identify all subcontractors and outline the proposed contractual relationship between the RESPONDENT and each subcontractor. A copy of the proposed subcontract or a letter of agreement over the official signature of the firms involved must accompany each SOQ. This RFQ is subject to the Supplier Diversity Program. The requirements are explained in the Supplier Diversity Program (Section 1.10) of this RFQ.

Any subcontracts entered into by the RESPONDENT must be in compliance with all applicable State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical SOQ must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the RESPONDENT and any or all subcontractors will be considered in the OWNER's evaluation. The RESPONDENT must furnish information to the OWNER as to the proposed amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the OWNER. All subcontracts held by the RESPONDENT must be made available upon request for inspection and examination by appropriate IAA officials and such relationships must meet with the approval of the OWNER.

1.7 CONFIDENTIAL INFORMATION

RESPONDENTS are advised that materials contained in SOQs are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news media and competitors. RESPONDENTS claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The RESPONDENT must also specify which statutory exception provision applies. The OWNER reserves the right to make determinations of confidentiality. If the OWNER does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the SOQ or discuss its interpretation of the allowable exceptions with the RESPONDENT. If agreement can be reached, the SOQ will be considered. If agreement cannot be reached, the OWNER will remove the SOQ from consideration for award and return the SOQ to the RESPONDENT. The OWNER will not determine pricing data to be confidential information.

1.8 SOQ LIFE

All SOQs made in response to this RFQ must remain open and in effect for a period of not less than one hundred eighty (180) days after the due date for SOQs. Any SOQ accepted by the OWNER for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the OWNER.

1.9 CONTRACT DOCUMENTS

Any or all portions of this RFQ and normally any or all portions of the RESPONDENT'S response may be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see Section 1.6) will not be disclosed.

1.10 SUPPLIER DIVERSITY PROGRAM

The Indianapolis Airport Authority is interested in achieving maximum levels of disadvantaged, minority, woman and veteran-owned business participation (diverse businesses) throughout the development and construction of the Indianapolis Airport Authority facilities.

Good faith efforts are expected and will be verified to insure compliance with these requirements.

RESPONDENTS seeking assistance in achieving the goals identified in Section 1.1 of this RFQ should start by visiting the "Employment & Business" section of IAA's website www.indianapolisairport.com. Only those certified entities as identified on the State of Indiana, City of Indianapolis, or Mid-States Minority Supplier Development Council certification lists will be eligible for calculation of contract participation percentage.

While goals have been established for the Project, the OWNER encourages RESPONDENTS to consider leadership, partnership, and other meaningful opportunities as part of their supplier diversity efforts. The RESPONDENT shall identify in their SOQ Supplier Diversity utilization efforts that the OWNER should expect to see as part of this project. This information should include name of anticipated subcontractor(s), subcontractors' area(s) of expertise and role on this project, and subcontractors' percentage of participation on this project. The OWNER reserves the right to verify all supplier diversity information included in the SOQ before making final determination of the RESPONDENT's responsiveness and responsibility.

For questions, please contact Holli Harrington, Director of Supplier Diversity, at 317.487.5374 or via e-mail at hharrington@ind.com.

1.11 DISCUSSION FORMAT

The OWNER reserves the right to conduct discussions, either oral or written, with the RESPONDENTS determined by the OWNER to be reasonably viable to being selected for award.

The OWNER reserves the right to reject any and/or all SOQs received or to award, without discussions or clarifications, a contract on the basis of initial SOQs received. The OWNER also reserves the right to conduct clarifications to resolve minor issues.

2 SOQ PROCEDURES

2.1 INQUIRIES ABOUT THE RFQ

All inquiries and requests for information affecting this RFQ must be submitted in writing to:

RFQ – EYE Rehabilitate, Relocate & Widen Taxiway B (Project # E-16-055)
Attn: Ms. Shannetta Griffin, P.E.
Senior Director of Planning & Development
7800 Col. H. Weir Cook Memorial Dr.
Indianapolis, IN 46241

No later than 3:00 p.m. local time on the date noted on the Respondent's Question Form (Exhibit C).

All questions should be submitted using the RESPONDENT'S Question Form that is included as part of this RFQ.

The OWNER reserves the right to judge whether any questions should be answered. If responses are provided, the responses will be written. Copies of the written responses will be issued via addendum and posted to the IAA website with the original RFQ. No negotiations, decisions or actions shall be initiated by any RESPONDENT as a result of any verbal discussion with any consultant of the OWNER or with any OWNER employee.

Inquiries are not to be directed to any consultant or staff member of the OWNER. Such action may disqualify RESPONDENT from further consideration for a contract as a result of this RFQ. The use of e-mail to cip@indianapolisairport.com or faxing to 317.487.5512 for submitting questions is required.

2.2 SOQ SUBMISSION

General

All SOQs shall be duplexed and limited to ten (10) 8 1/2" x 11" sheets (10 sheets times 2 sides equals 20 pages) and up to one (1) 11" x 17" duplex page, if desired, plus a cover letter. Section tabs are not included in the sheet limit. The cover letter and letters of commitment or sample contract for subcontractor are excluded from the duplex and sheet limit requirements. Unnecessarily elaborate brochures or other presentations, beyond what is sufficient to present a complete and effective SOQ, are not desired. Fonts should be easily readable, no smaller than 10 point.

All RESPONDENTS shall identify the contact person for each SOQ and include the contact information in the cover letter for each SOQ.

All SOQs must be submitted in a sealed envelope clearly marked with the project name as listed in Section 1.1 and the SOQ Due Date and Time. All submittals shall include six (6) complete copies of the SOQ, and an electronic copy of the original SOQ on either CD/DVD or Thumb Drive. Any SOQ received after the SOQ Due Date and Time will be unopened and returned to the RESPONDENT upon request. All rejected SOQs not claimed within thirty (30) days of the date of rejection will be destroyed.

2.3 CONTRACT NEGOTIATIONS

After recommendation of a selected RESPONDENT by appropriate officials of the OWNER, contract negotiations will commence. The contract will be based on the agreement as it appears in Exhibit B per project description in Section 1.1. RESPONDENTS must identify acceptance of, or any contract issues or concerns in the SOQ submittal. If at any time contract negotiation activities are judged ineffective by the Executive Director of IAA or designee, OWNER will cease all activities with that RESPONDENT and begin contract negotiations with the next highest qualified RESPONDENT. This process may continue until either both the RESPONDENT and the OWNER execute a completed contract or OWNER determines that no acceptable alternative SOQ exists.

2.4 SOQ EVALUATION PROCEDURE AND CRITERIA

IAA has selected a group of personnel to act as a SOQ evaluation team for each project (evaluation teams may differ between projects at OWNER's option). All evaluation personnel will use the evaluation criteria stated below. The SOQs will be evaluated giving strong consideration to the project descriptions and key factors identified in Section 1.1. The selection will be based on the best overall SOQ as determined by the evaluation team. Following a review of the responses to this request, the OWNER may conduct interviews. The OWNER reserves the right, in its sole and absolute discretion, to make a selection based solely upon the RFQ submission.

- Project approach and work plan that describes how the team proposes to accomplish the work including schedule and minimizing impact to users and skills drawn from similar previous projects to address the project information in Section 1.1. Include a discussion of any perceived challenges of this project and the proposed plan to resolve them. **(weighting criteria 30/100)**
- Project Personnel and Qualifications to perform their respective roles including resumes of the project manager and key staff members who will be working on this project. Resumes of project manager and key staff should include recent experience relevant to the project. Include an organization chart for the project. **(weighting criteria 20/100)**
- Recent experience as relevant to the project for which a response is being submitted (see key factors for the project in Section 1.1) within the last five (5) years. **(weighting criteria 25/100)**

- Supplier Diversity efforts that the OWNER should expect to see as part of this project. **(weighting criteria 15/100)**
- Current workload, demonstrated ability to meet the proposed schedule, and ability to respond quickly to OWNER's requests. **(weighting criteria 10/100)**
- References on similar recent work. **(weighting criteria Pass/Fail)**
- Response to Outstanding Disputes or Errors and Omissions Claims, Section 3.1. **(weighting criteria Pass/Fail)**
- Comments On or Acceptance of Contract Terms. **(weighting criteria Present or Not)**

Based on the results of this evaluation, the qualifying SOQs determined to be the most advantageous, may be selected by OWNER for further action, such as contract negotiations. If, however, OWNER decides that no SOQ is sufficiently advantageous to the OWNER, the OWNER may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a SOQ is selected and it is not possible to execute a contract with the RESPONDENT, OWNER may begin contract negotiations with the next qualified RESPONDENT or determine that no such alternate SOQ exists.

2.5 DISCLAIMER

Nothing contained in this Request for Qualifications constitutes an offer to the RESPONDENT(S). The IAA reserves the right to reject any and all submissions. SOQs shall become property of the Indianapolis Airport Authority. RESPONDENTS shall not be compensated or reimbursed for costs incurred in preparing a response to this RFQ.

3 RESPONDENT QUESTIONNAIRE

3.1 OUTSTANDING DISPUTES OR ERRORS AND OMISSIONS CLAIMS

Does the RESPONDENT currently have any unresolved disputes or errors and omissions claims with the Indianapolis Airport Authority or any other airport? If yes, please explain the nature of the dispute or claim, the estimated dollar amount, and the resolution status.

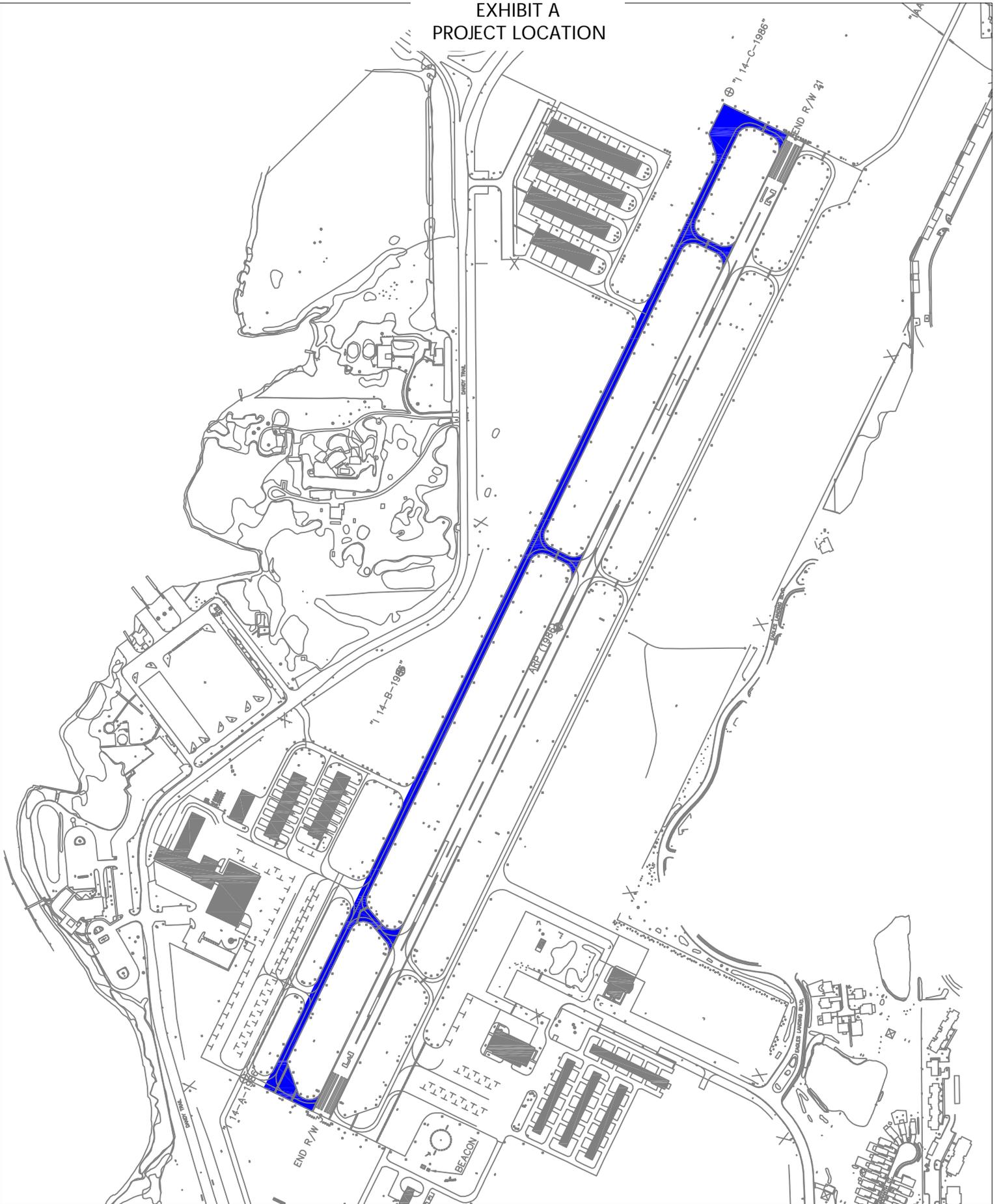
ATTACHMENTS:

EXHIBIT A PROJECT LOCATION

EXHIBIT B SAMPLE CONTRACT

EXHIBIT C RESPONDENT'S QUESTION FORM

EXHIBIT A
PROJECT LOCATION

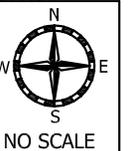


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Print Date: 2016/04/20

EAGLE CREEK AIRPARK (EYE)
REHABILITATE, RELOCATE & WIDEN
TAXIWAY "B"
PROJECT # E-16-055



Indianapolis Airport Authority





Indianapolis Airport Authority

EXHIBIT B
SAMPLE CONTRACT

Contract for Professional Services

Contract made as of the _____ day of _____ in the year of 2016

BETWEEN the Owner:

Indianapolis Airport Authority
7800 Col. H. Weir Cook Memorial Drive
Indianapolis, IN 46241

and the Consultant:

Insert Company Name
Address
City, State, Zip

for the following Project:

Indianapolis International Airport
Project Name
Project #

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CONTRACT FOR PROFESSIONAL SERVICES

This is a contract by and between the Indianapolis Airport Authority (hereafter referred to as the "IAA" and/or where appropriate "Owner") and [REDACTED] (hereafter referred to as "[REDACTED]" and/or where appropriate "Contractor").

Whereas, the Authority seeks professional engineering services for a specific project;

Whereas, the Contractor possesses independent qualifications and abilities to perform such efforts; and,

Whereas, the Contractor is willing to provide such services in accordance with the terms and conditions set forth herein.

Now, therefore, the above named parties enter into this contract upon the following terms and conditions:

I. Scope of Work

The Contractor shall report to, and act under the direction of, the Engineering Department ("Department") of the IAA in providing the services under this contract as outlined in Exhibit A – Scope of Work attached hereto and incorporated by reference.

II. Consideration

For all services rendered under this Contract, the IAA agrees to pay the Contractor on the basis of hourly fees and expenses as described in Exhibit B and incorporated by reference in an amount not to exceed [REDACTED] Dollars (\$ [REDACTED].00) (fees) plus [REDACTED] Dollars (\$ [REDACTED].00) (expenses), respectively with specific hourly rates set in accordance with Exhibit B, attached hereto and incorporated by reference.

The Contractor shall be paid promptly upon receipt of an invoice showing a detailed recitation of the work performed from the previous month and the Contractor shall be paid no more frequently than once per month. The Contractor will be paid only after the Department has received and reviewed the Contractor's itemized detailed statement for services rendered. The Contractor shall pay its Subcontractors within ten (10) days of receipt from Owner of the payment of any request for payment that included billings for the services of the Subcontractors.

III. Term

This contract shall be in effect for the period beginning [REDACTED] and ending [REDACTED].

IV. Independent Contractor

Both parties hereto will be acting in an individual capacity in the performance of this contract and not be acting as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Contractor shall be responsible for providing all necessary Unemployment and Workers Compensation Insurance for its employees.

V. Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times that high degree of care expected from the Contractor practicing at the same time in the United States, providing similar [REDACTED] services for projects such as this Project.

VI. Confidentiality of IAA Information

The Contractor agrees and understands that all data, materials, information disclosed to or discovered by the Contractor in the course of performance of this contract shall be considered as confidential and protected data. Therefore, the Contractor agrees that any such data, material or information gathered based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to others or discussed with other parties without the prior written consent of the IAA.

VII. Assignment

The Contractor shall not assign or sub-contract the whole or any part of this Contract to any other person without the IAA's written consent.

VIII. Successors and Assignees

The Contractor binds his successors and assignees to all covenants of this Contract. Except as may be set forth above, the Contractor shall not assign or transfer its interest in this Contract without the prior written consent of the IAA.

IX. Changes in the Work

In the event that the IAA requires a change in scope, character, or complexity of the work after the work has progressed, adjustments in compensation to the Contractor shall be determined by the IAA in the exercise of its honest and reasonable judgment, and the Contractor shall not commence the additional work or the change of scope

until authorized in writing by the IAA. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

X. Suspension and Termination

In the event that either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits because of natural disasters, actions or decrees of government bodies, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract are suspended. If the period of non-performance exceeds thirty days from the receipt of notice, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

XI. Termination for Convenience

This Contract may be terminated in whole or in part by the IAA whenever, for any reason, the IAA determines that such termination is in the best interest of the IAA. Termination of services shall be affected by delivery to the Contractor of a termination notice to parties specified in Exhibit C, attached hereto and incorporated by reference, at least ten (10) days prior to the effective date of the termination, specifying the extent to which services are to be performed until the termination becomes effective. The Contractor shall be compensated for services rendered prior to the effective date of termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to Contractor exceed the original contract price due on the Contract.

XII. Taxes

The IAA will not be responsible for any taxes levied on the Contractor as a result of this Contract.

XIII. Attorney's Fees and Penalties

The IAA will in good faith perform its obligations required hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law.

XIV. Governing Laws and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana, excluding any provisions thereof that might refer construction or interpretation of this Contract to the substantive law of another jurisdiction. Any litigation arising under this Contract shall be commenced and maintained only in the state or federal situated in Marion County, Indiana. The IAA and the Contractor consent

to the personal jurisdiction of, and venue in, such courts, and waive any right to object to this designation of jurisdiction and venue in the future.

XV. Performance

This Contract shall be deemed to have been substantially performed, only when fully performed according to its terms and conditions and any modifications thereof.

XVI. Non-Waiver

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

XVII. Compliance With Laws

- A. The Contractor specifically agrees that in the performance of the services by it or an approved subcontractor or anyone acting in behalf of either, that it or they will comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The enactment of any state or federal statute or the promulgation of regulations there under, after execution of this contract shall be reviewed by the IAA or its designee and the Contractor to determine whether the provisions of this contract require formal amendment.
- B. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1979, as amended.
- C. If the Contractor is a foreign (out-of-state) entity, it shall be required to furnish a certificate from the Secretary of the State of Indiana showing that the corporation is registered and authorized to transact business in the State of Indiana.

XVIII. Responsibility for Claims and Liabilities

- A. The Contractor shall be responsible for all personal injury, wrongful death or property damage resulting from the negligent acts or omissions of the Contractor or the Contractor's approved subcontractors or agents in connection with the services, and shall be responsible for all parts of their work, both temporary and permanent.
- B. The Contractor shall indemnify and hold harmless the IAA from all claims, suits, damages, causes of action, costs of defense, including reasonable attorney fees, and judgments that result from the negligent acts, errors, mistakes, or omissions of the Contractor or the Contractor's approved subcontractors or agents under this Contract and such indemnity shall not be limited by any insurance coverage.

XIX. Worker's Compensation and Liability Insurance

The Contractor shall procure and maintain at its expense insurance of the kind and in the amount hereinafter provided, by companies authorized to do such business in the State of Indiana, covering all operations under this Contract whether performed by the Contractor or by an approved subcontractor.

Before commencing the work, the Contractor shall furnish to the IAA a certificate, or certificates, in a form satisfactory to the IAA, showing that they have complied with this paragraph, which certificate or certificates, shall designate the IAA as an additional named insured with regard to the insurance required hereof. The policies shall not be changed or canceled until thirty (30) days written notice has been given to the IAA.

The kinds and amounts of insurance required are as follows:

1. Policy covering the obligations of the Contractor in accordance with the provision of Indiana's Worker's Compensation Law. This Contract shall be void and of no effect unless the Contractor procures such a policy and maintains it until the services provided under this Contract are declared accepted.
2. Contractor shall provide General liability insurance with a financially responsible underwriter of not less than One Million Dollars (\$1,000,000.00) per occurrence, ensuring Contractor from liability from bodily injury (including wrongful death), personal injury, and damage to property resulting from Contractor's performance of this Contract.

XX. Professional Liability Insurance

The Contractor shall, at its own expense, procure and keep in force at all times with an insurance company suitable to the IAA, **Two Million Dollars (\$2,000,000.00)** in professional liability insurance to insure the Contractor and the IAA as their interests may appear from damages caused by the Contractor's errors/omissions or negligence in the performance of the services. A certificate evidencing such insurance policy shall be submitted to the IAA.

XXI. Ownership of Documents

Items prepared by Contractor or its subcontractors or agents under this Contract, including but not limited to, all documents, drawings, including design information, concepts, images, renderings, models, cost information, estimates, specifications, and reports ("Works") are to be the property of the IAA.

The Contractor hereby represents that it is the owner of and hereby assigns to the IAA all rights, title and interest, including all copyrights, copyright registrations, copyright applications, renewals, extensions and all other proprietary or ownership rights, in all Works and things created by the Contractor in whole or in part, or hereafter created by the Contractor in connection with this Contract, including but not limited to, all Works based upon, derived from, or incorporating any Works.

In the event of the termination of Contractor under the provisions of this Contract or the termination, suspension, abandonment or completion of the tasks outlined herein, the Contractor shall deliver to the IAA within seven (7) days all Works created by the Contractor in connection with this Contract. The IAA, as the holder of all rights, title and interest, including all copyrights, in all Works created by the Contractor, shall have the right to use or reuse any and all such Works for any purpose at the IAA's sole discretion and at no additional cost to the IAA.

The Contractor agrees that its contracts with any of its subcontractors, or consultants will contain language that will assign to the IAA ownership of Works and things created by such subcontractors or consultants for the IAA on the same terms and conditions as set forth herein.

XXII. Special Provisions

- A. The Contractor will not be responsible for the performance of any contract, work or products or any effects resulting there from, of any other contractor, subcontractors, manufacturer, supplier, fabricator, or engineer retained by the IAA.
- B. The remedies provided in this Contract shall be cumulative and no one shall be construed as exclusive of any other or of any remedy provided by law and failure of any party to exercise any remedy at any time shall not operate as a waiver of the right of such party to exercise any remedy for the same or subsequent default at any time thereafter.
- C. Contractor must provide the IAA, FAA, Comptroller General of the United States, or any of the duly authorized representatives of the aforementioned parties, with access to any books, documents, papers, and records that relate to this Project for the purpose of making audits, examinations, excerpts, and transcriptions. Contractor must maintain and provide access to all of the required records for a period of three (3) years after final payment for services is made by the IAA.
- D. Contractor shall execute this Contract before the same shall be acted upon by the IAA.

XXIII. Dispute Resolution Provisions

Should any dispute arise with respect to this Contract, the Contractor and the IAA agree to act immediately to attempt to resolve any such disputes. Time is of the essence in the resolution of disputes.

A. Claims

Claims, disputes or other matters in question between the parties to this Contract ("Claims") arising out of or relating to this Contract or breach thereof shall be subject to the Claims Procedure set forth in this Contract.

B. Methods of Giving Written Notice

As to any claim arising under this Contract, written notice to the party against whom the claim is asserted shall be given by certified mail, express delivery service or other method that provides a signed certificate of receipt from the party to whom the claim is addressed. Notices of claims shall be addressed to the individual or individuals authorized in Exhibit C hereto to receive such notices of claims.

C. Third Party Claims

This paragraph, the provisions of this Article III and their substantial equivalents contained in other agreements relating to the Project, are referred to collectively as the "Dispute Resolution Provisions." In the event a person who is not bound by the Dispute Resolution Provisions sues a person who is bound by the Dispute Resolution Provisions then, for purposes of that suit only (referred to for purposes of this Paragraph C as a "Third-Party Claim"), any and all claims between or among the parties bound by the Dispute Resolution Provisions (including claims for indemnity or contribution) that arise out of and specifically relate to the Third Party Claim shall be resolved in the State or Federal Court having jurisdiction over the Third-Party Claim. In such event and for purposes of the Third Party Claim only, the provisions of this Article XXIII shall be suspended. In all other cases, the provisions of this Article XXIII shall remain in full force and effect.

The Contractor shall include in its contracts with its consultants and subcontractors provisions that bind the Contractor and subcontractor to the Dispute Resolution Procedures of this Article XXIII.

XXIV. No Third Party Rights

Nothing contained in this Contract shall create a contractual relationship with or cause of action in favor of a third party against either the Owner or the Contractor.

XXV. Audit

The Contractor and its subcontractors, if any, must provide the IAA, IAA’s auditors or any of its duly authorized representatives, with access to all books, documents, papers, and accounting records and other evidence pertaining to all costs incurred under this Contract, for the purpose of making audits, examinations, excerpts, and transcriptions. Contractor must make such materials available at their respective offices at all reasonable times and maintain and provide access to all of the required records for a period of three (3) years after final payment for services is made by the IAA. Copies thereof shall be furnished at no cost to the IAA if so requested.

XXVI. E-Verify Program Requirements

Pursuant to Ind.Code § 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Any failure by Contractor to remedy a violation of Ind.Code § 22-5-1.7 within thirty (30) days after notice of such violation from IAA, requires that IAA terminate this Contract, unless such termination is detrimental to the public interest or public property. Furthermore, on or immediately prior to the effective date of this Contract, Contractor agrees to sign, notarize and return the Affidavit attached hereto as “Exhibit D” and made a part hereof.

XXVII. Integration

This document incorporates the entire agreement of the parties and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Contract may not be amended except by a writing executed by the parties hereto. The parties having read and understood the foregoing terms of the attached Contract do by their respective signatures dated below, hereby agree to the terms hereof.

I hereby certify that I am the duly authorized representative of the firm listed herein, an Indiana corporation, and that neither I nor the above firm here represented has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person other than a bona fide employee working solely for me or the above Contractor to solicit or secure this contract;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, except as noted below; or

- c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated below.

If this contract involves participation of Airport Improvement Program (AIP) funds, I acknowledge that this certificate will be furnished to the Federal Aviation Administration of the United States' Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, the day and year above referenced.

[Insert Legal Name of Entity]

By: _____

Printed: _____

Title: _____

Date: _____

INDIANAPOLIS AIRPORT AUTHORITY*:

Kelly J. Flynn, President

Alfred R. Bennett, Secretary

Date: _____

Exhibit A – Scope of Work

Highlight and insert scope

Exhibit B – Hourly Rates

The Contractor shall submit detailed invoices to the Owner on a monthly basis using the hourly rates(s) set forth in the chart below noting the work completed and the applicable hourly rates and detailed receipts documenting eligible reimbursable expenses. All payments shall be promptly processed and no payments shall be made without detailed invoices as reviewed and approved by the IAA.

Name	Title	Hourly Rate	Fees

The rates reflect the key personnel proposed at this time. If additional personnel are proposed either as a substitute or additional staff, the approval of the substitution lies solely within the discretion of the Owner and such approval shall be in writing to the Contractor.

Reimbursable expenses are not-to-exceed \$ _____ to cover _____.

There are no reimbursable expenses included for this project.

Total of all contract payments shall not exceed \$ _____.

Exhibit C – Notice – Persons Entitled to Give or Receive Notice

OWNER:

Indianapolis Airport Authority
Mario Rodriguez, Executive Director
7800 Col. H. Weir Cook Memorial Drive
Indianapolis, IN 46241

Indianapolis Airport Authority
Shannetta Griffin, P.E., Sr. Director of Planning & Development
7800 Col. H. Weir Cook Memorial Drive
Indianapolis, IN 46241

CONTRACTOR:

Contractor Company Name
Executive Name and Title
Company Address
Company City, State, Zip

**EXHIBIT C
RESPONDENT'S QUESTION FORM**

**PROFESSIONAL SERVICES FOR
Rehabilitate, Relocate & Widen Taxiway B; Project # E-16-055**

Please state your questions in the spaces provided below. The questions should be faxed to 317. 487.5512 or e-mailed to cip@indianapolisairport.com.

All questions must be received no later than May 13, 2016 at 3:00 p.m. local time.

NAME: _____

COMPANY: _____

No.	Question: