



COLUMBUS REGIONAL AIRPORT AUTHORITY  
PORT COLUMBUS • RICKENBACKER • BOLTON

**SOLICITATION NUMBER: PCA-2012-07**

**REQUEST FOR STATEMENTS OF  
QUALIFICATIONS  
FOR THE UPDATE OF THE PAVEMENT  
MANAGEMENT PROGRAM  
AT PORT COLUMBUS INTERNATIONAL,  
RICKENBACKER INTERNATIONAL, AND BOLTON  
FIELD AIRPORTS**

Version Dated: January 19, 2012

**Response Due Date and Time:  
March 1, 2012  
at 2:00 p.m. Eastern Time**

**FOR  
CRAA PLANNING & CONSTRUCTION ADMINISTRATION DEPARTMENT**

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\_END SECTION 2\_

**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
FOR THE  
UPDATE OF THE PAVEMENT MANAGEMENT PROGRAM  
AT  
PORT COLUMBUS INTERNATIONAL, RICKENBACKER INTERNATIONAL, AND BOLTON FIELD  
AIRPORTS  
FOR THE  
COLUMBUS REGIONAL AIRPORT AUTHORITY**

**SECTION 3 - PUBLIC ADVERTISEMENT**

The Columbus Regional Airport Authority (CRAA), Columbus, Ohio is soliciting Statements of Qualifications until 2:00 p.m., March 1, 2012 from firms interested in and qualified to provide Professional Services for the Update of the Pavement Management Program at Port Columbus International, Rickenbacker International, and Bolton Field Airports. The services may include, but are not limited to, the following:

- Update of the existing Pavement Management Program for the three (3) CRAA airports.
- Perform surface pavement evaluations.
- Evaluation of landside and airside pavements at Port Columbus and Rickenbacker.
- Evaluation of landside pavements at Bolton Field.
- Establish Pavement Classification Numbers (PCN's) for all runway pavements.
- Use of MicroPAVER software.
- Creation of cost estimates for pavement maintenance.
- Creation of cost estimates for pavement rehabilitation and/or reconstruction.
- Creation of a pavement maintenance and construction schedule.
- Update pavement histories at all three (3) airports.
- Create final reports for all three (3) airports.
- Provide training in the operation of MicroPAVER software.
- Any other related activities.

Publications advertisements begin: Week of February 6, 2012

Website posting: February 6, 2012

There is no set DBE participation goal for this project. It is the policy of the Columbus Regional Airport Authority that Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to participate in the provision of services as outlined in this request. Therefore consultants shall make a good faith effort to obtain DBE participation as noted in the RFQ package.

This request for statement of qualifications document, and other items pertinent to the submittal, is available at our website ([www.columbusairports.com/construction/rfq.asp](http://www.columbusairports.com/construction/rfq.asp)) and should be checked frequently for any changes. Addenda shall be posted to the same site and it shall be the Consultant's responsibility to obtain the addenda from the site, without notification from the CRAA.

\_END SECTION 3\_

**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
FOR THE  
UPDATE OF THE PAVEMENT MANAGEMENT PROGRAM  
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PORT COLUMBUS INTERNATIONAL, RICKENBACKER INTERNATIONAL, AND BOLTON FIELD  
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**SECTION 4 - AUTHORITY CONTACT INFORMATION  
AND SUBMITTAL INSTRUCTIONS**

**QUESTIONS RELATING TO REQUEST FOR QUALIFICATIONS**

Any and all questions regarding this solicitation must be in written form. For proper identification, the subject line of all communication must state "Update Pavement Management Program." Questions must be directed to:

Mr. William Kirwin  
Port Columbus International Airport  
4600 International Gateway  
Columbus, Ohio 43219  
Email: wkirwin@columbusairports.com  
Fax: 614-239-3183

The cut-off date and time for questions regarding this solicitation is February 24, 2012 at 4:00 p.m. Eastern Time. Any responses provided by the Authority will be posted on the CRAA's website in the form of an addendum to the original RFQ.

**SUBMITTAL INSTRUCTIONS**

Three (3) copies and one (1) Original submittal shall be provided. Responses to this solicitation should be sealed, and delivered to:

COLUMBUS REGIONAL AIRPORT AUTHORITY  
ATTN: OFFICE OF CONTRACT & PROCUREMENT ADMINISTRATION  
C/O ADMINISTRATIVE OFFICE  
4600 INTERNATIONAL GATEWAY  
COLUMBUS, OH 43219

The following identification must be on the outside envelope for it to be received properly:

SOLICITATION FOR "UPDATE PAVEMENT MANAGEMENT PROGRAM"  
DUE: "March 1, 2012 by 2:00 p.m. Eastern Time"

In the event the response is hand delivered, it must be submitted to the Administrative Office Receptionist so that it is time-stamped upon receipt. The Authority is not responsible for responses that are not received by the Receptionist in the Administrative Office.

\_END SECTION 4\_

## SECTION 5 - INFORMATION FOR OFFERORS

### **TERMS AND CONDITIONS FOR OFFERORS**

This section sets forth terms and conditions for Offerors responding to this Request for Statements of Qualifications (RFQ).

**SPECIAL CONDITIONS:** Special conditions included in the specifications of the RFQ and the sample Professional Services Agreement (2012) as attached, if inconsistent with provisions included in "Information for Offerors", shall take precedence over any provisions in "Information for Offerors" to the extent inconsistent.

**CHANGES AND ADDENDA TO RFQ DOCUMENTS:** It is the responsibility of the interested parties to check for changes or addenda to this RFQ. Each change or addenda issued in relation to this document will be on file with the Authority contact listed herein, no less than two (2) working days prior to the scheduled RFQ due date. It will also be available on CRAA website. Total RFQ inquiry, postponement, or cancellations may be issued later than that time specified above. If an offeror has submitted a response prior to addenda being issued, and the offeror's response would change as a result of the addenda, then the offeror should submit a new package clearly stating that the new submittal supersedes the previous submittal. If the offeror feels the addendum does not change the original submittal, the offeror must still provide an acknowledgement of receipt of the addenda and a statement that it does not cause the need for completing a new submittal. Please send the acknowledgement to the "submittal address" noted in Section 4 of this solicitation.

**ACCEPTANCE AND REJECTION:** This response submitted by the Offerors to the CRAA will be accepted or rejected within a period of 180 days from due date. The CRAA reserves the right to waive technicalities, or to cancel and re-solicit responses on the required service. Services may be considered as a separate offer and the CRAA reserves the right to award a contract on each service separately or on all services as a whole or any combination thereof, to one or more offerors. In addition, offerors whose qualifications are presented on an "All or None" basis must clearly state such fact in their written responses. An offeror's response may be rejected in whole or in part at any time.

All material submitted in response to this RFQ becomes the property of the Columbus Regional Airport Authority. The CRAA may choose to retain or return these materials to the Offerors, at the Offeror's expense.

**WITHDRAWAL OF RESPONSES:** Offerors may withdraw their responses at any time prior to the due date and time for the receipt of responses. However, no Offeror shall withdraw or cancel a response for a period of 180 calendar days after the due date and time for the receipt of the statement of qualifications.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM:** There is no set DBE participation goal for this project. Pursuant to the requirement of 49 CFR Part 26 and Part 21 (see section 20 entitled 'Equal Opportunity' of the CRAA's 2012 Professional Services Agreement as applicable to this solicitation), it is the policy of the Authority that disadvantaged business enterprises (DBE's) shall have the maximum opportunity to participate in the performance of the required services. Offerors shall make a good faith effort to engage DBE firms in meaningful roles as an integral part of the project team. Offerors are expected to develop and implement a plan for a good faith effort to obtain DBE participation by firms holding a valid DBE certification by a transportation agency having a DBE Program in the State of Ohio. A copy of the current DBE certification document from a transportation agency within the State of Ohio must be included in the qualifications submittal. If the good faith effort is not adequately documented, or the efforts are deemed by the CRAA to be merely pro-forma attempts to engage DBE firms, at a minimum no points for DBE inclusion will be awarded and at a maximum the entire proposal may be rejected. A current listing of certified DBE firms throughout the state of Ohio can be accessed through the Ohio Unified Certification Program (Ohio UCP) website at [www.ohioucp.org](http://www.ohioucp.org). For more information about the Authority's DBE Program or what constitutes a "Good Faith Effort", contact the Authority's Business Diversity Program Administrator, Damita Brown, at 614-239-5049 or by e-mail at [dbrown@columbusairports.com](mailto:dbrown@columbusairports.com).

**DISQUALIFICATION:** Consultant candidates are not to meet or communicate with the CRAA staff during

the pendency of the solicitation process, except as indicated elsewhere in the RFQ. The solicitation process is deemed to have begun when the CRAA has publicized the advertisement of the RFQ. The process is deemed to have concluded when a contract has been fully executed with the selected firm. It is the responsibility of the candidate to know whether [s]he is engaging in an inappropriate ex parte communication with the CRAA staff. Inappropriate communication may result in disqualification from current or future selection processes. When in doubt, contact the CRAA Manager of Contract Administration & Procurement at (614) 239-4088.

**OFFERORS TERMS AND CONDITIONS:** Terms and conditions, submitted with the response, which are contrary to CRAA policies, procedures, information for Offerors, terms and conditions shall be disregarded for the purpose of any subsequent contract.

**COSTS INCURRED FOR RESPONSE SUBMISSIONS:** The CRAA is not liable for any cost associated with the preparation of the response or any other costs incurred by any Offeror prior to the execution of the contract. The rejection of any response, in whole or in part, at the CRAA's discretion, will not render the CRAA liable for incurring any cost or damage.

**INDEMNIFICATION:** The Consultant agrees to indemnify and hold harmless the CRAA and its officials, employees and other agents and representatives, against any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys fees to the extent permitted by law, which may be incurred in connection with, or in any manner arising out of any damage or loss to property or injury or death of any person resulting from, or arising out of, without limitation the Offeror's performance in connection with this solicitation process. The indemnification obligations contained herein shall apply only to the extent caused by the negligent acts or omissions of the Consultant, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not such loss, claim, cause of action, damage or liability is caused in whole or in part by a party indemnified hereunder.

**RFQ AWARD DEBRIEFING (In the event of contract award to another Offeror):** Once a contract award is made and negotiations are successfully concluded, the Authority may conduct meetings to debrief other Offerors upon request. Debriefs can occur sooner than successful contract conclusion, however, only if the requesting offeror waives its rights to further consideration within the solicitation process. The award and contract information shall be posted on the Authority website on the business information page. The Authority may conduct debriefing meetings up to and including six months after the award and contract information is posted to the Authority website. After the award and contract information is posted to the Authority website, Offerors who wish to inquire about any aspect of this RFQ or award should deliver a written request to:

Ms. Kim Burtis, Contract Coordinator  
Port Columbus International Airport  
4600 International Gateway  
Columbus, Ohio 43219  
Email: kburtis@columbusairports.com  
Phone: 614-239-5010; fax: 614-239-3183

The debriefing request may be delivered to the above office by delivery, mail, e-mail or fax. Please include the title of the RFQ, the Department for which the RFQ was solicited, and the date that responses were due. Indicate the company name and contact information so that the Authority can respond to the request. Questions requiring research should be submitted a minimum of three business days in advance of any debrief meeting.

The Authority will review the request for a debriefing meeting. As appropriate, the Authority will make good faith efforts to debrief the Offeror as soon as possible.

## **ADDITIONAL TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT**

This section sets forth contract terms and the required contract documents that the successful Offeror must execute following the award of the contract by the contracting authority.

**PROFESSIONAL SERVICES AGREEMENT (2012):** The successful Offeror shall execute the select standard agreement hereby incorporated by reference.

**DEFAULT PROVISION:** In case of default by the consultant, the CRAA may procure services from other sources and hold the consultant responsible for any excess costs occasioned or incurred thereby.

**DELINQUENT PERSONAL PROPERTY TAX:** All Offerors are charged with notice of Section 5719.042 of the Ohio Revised Code and agree that if this contract is awarded to them, the successful Offeror, prior to the time the contract is entered into, will submit to the CRAA, as directed, the affidavit required by that section of the Ohio Revised Code. Said affidavit, when submitted to the CRAA, is thereby incorporated into this Contract unless such statement has been so incorporated.

Section 5719.042 of the Ohio Revised Code: After the award by a taxing district of any contract and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer, a statement affirmed under oath, that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case that statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicated that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty (30) days of the date it is submitted. A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**PUBLICATIONS:** The Consultant agrees not to publish, or use matters relating to this Contract in advertising, sales promotion, or publicity matters without the prior written consent of the CRAA except that which may be required under law. The Consultant further agrees to submit to the CRAA's Project Manager, or appropriate representative, all advertising, sales promotion, and other publicity matters relating to this Contract wherein the CRAA's name is mentioned or language used from which the connection of the CRAA's name therewith may, in the CRAA's judgment, be inferred or implied.

**SAFETY REQUIREMENTS:** The Consultant, while performing duties, shall adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

**SIGNATURE:** The Contract must be signed. In the event of a contract award where the company is a corporation, if the person signing the contract is other than the president of the corporation, the signature affidavit must be completed. This includes providing a copy of a meeting of the Corporation board of directors, showing that the person has the authority to sign such contracts bind the company.

\_END SECTION 5\_

## SECTION 6 - ANTICIPATED SCOPE OF SERVICES

### **INTRODUCTION AND PROJECT BACKGROUND**

The Columbus Regional Airport Authority (CRAA) is interested in seeking professional and related services for updating the existing Pavement Management Program (PMP) for Port Columbus International, Rickenbacker International, and Bolton Field Airports. The Federal Aviation Administration (FAA) requires that airports have a continuing pavement evaluation and maintenance program as a condition of accepting grant funds from the FAA. All work shall conform to current FAA Advisory Circulars.

### **PROPOSED SCOPE OF SERVICES (PSS)**

The anticipated scope of services may include, but may not necessarily be limited to:

- MicroPAVER software shall be used to update the program.
- Establish Pavement Classification Numbers (PCN's) for all five (5) runways. Non-destructive testing (NDT), pavement cores, or soil borings may be necessary.
- NDT, pavement cores, or soil borings are not planned for non-runway pavements.
- Training of CRAA staff on the use of the most recent version of MicroPAVER.
- Based upon the evaluations performed by either the selected firm or the State of Ohio, Office of Aviation, existing and projected Pavement Condition Indexes (PCI's) will be established and proposed construction and maintenance cost estimates will be created for 2014-2018.

#### PORT COLUMBUS INTERNATIONAL AIRPORT

- The program was last updated in 2009/10 using MicroPAVER.
- All airside and landside pavements will be evaluated at a Network Level.
- The PMP will be updated using the determined airside and landside evaluations.

#### RICKENBACKER INTERNATIONAL AIRPORT

- The program was last updated in 2009/10 using MicroPAVER.
- All airside and landside pavements will be evaluated at a Network Level.
- The PMP will be updated using the determined airside and landside evaluations.

#### BOLTON FIELD AIRPORT

- The program was last updated in 2009/10 using MicroPAVER. The State of Ohio, Office of Aviation will be performing airside evaluations in 2012 and collecting the data in MicroPAVER.
- Landside pavement will require Network Level evaluations by the selected firm.
- The PMP will be updated using the State's database and the determination of landside evaluations.

The proposed scope of services (PSS) noted above shall include, but is not necessarily limited to, general project management, required calculations, and data collection. Portions of this project may be performed by sub-consultants. The CRAA reserves the right to elect to perform all or a part of the PSS described above as conditions or priorities change.

Attached are drawings of each airport showing generally where pavement evaluations are expected to be performed by the selected firm. Exact areas of pavement to be evaluated are subject to change during contract negotiations.

## **PROJECT MANAGEMENT EXPECTATIONS OF THE SELECTED CONSULTANT**

The selected consultant will be expected to produce a consultant's Work Schedule in Primavera (or programs compatible with Primavera) and maintain it throughout the project, with a minimum update occurring once per month. Coordination with the CRAA will include frequent project conference calls, monthly written updates and any necessary preparation/review meetings.

The CRAA has standard forms and documents which will be required for consultant use and will be provided as necessary. All deliverables will be clear, concise and accompanied by drawings/exhibits, created per CRAA GIS/CAD standards, as necessary. All documents prepared on behalf of the CRAA will be delivered to the CRAA for review in a modifiable electronic format. It may be required that some submittals be provided in hard-copy as well as electronic. Final documentation shall be provided in both hard-copy as well as modifiable electronic format on CD. Please reference the Professional Services Agreement, made part of this solicitation, for additional detail.

## **ANTICIPATED SCHEDULE FOR SERVICES**

This section provides a desired schedule for projects completed under this contract. This information is for the Offeror's use to estimate man power requirements; however, it is subject to change.

- It is expected that pavement evaluations will be authorized by July 16, 2012 with all field work completed by October 31, 2012.
- A draft PMP report shall be submitted for CRAA review by February 15, 2013.
- Training for CRAA staff shall be completed by March 31, 2013.
- The final report and database update shall be completed and submitted the CRAA by April 30, 2013.

\_END SECTION 6\_

## SECTION 7 - SUBMITTAL CONTENTS AND EVALUATION CRITERIA

**All responses to this solicitation will be evaluated by a Selection Committee, consisting of representatives from the CRAA, in accordance with predetermined selection criteria list below.**

This section provides the selection criteria and potential points available for each section. The total available points will be one hundred (100). The submittals shall be limited to 30 single-sided (15 double-sided) pages, which includes 8 ½" x 11" and greater, in type no smaller than 10 point aerial font. Any requested items that are not considered against the page count are noted with an "NPC". Section divider tabs will not be counted against the page total, unless they contain text other than that necessary to define the section. Appendices may be used for supplemental information and will not be counted against the page total; however, contents of such appendices will not be considered during scoring.

Please reference Section 10 of this RFQ for other required forms to accompany the Offeror's submittal. Forms in Section 10 will not be counted against the page total.

- 1) **Recent Experience within the past 3 years (25 Points).** Provide descriptions of your firm's experience with projects similar to those needs noted in the proposed scope of service (PSS). **Do not include projects accomplished with the CRAA.** Experience to include:
  - a) Demonstrated working experience with pavement evaluations using FAA and roadway standards (specify the roadway standards used).
  - b) Demonstrated knowledge and use of MicroPAVER.
  - c) Demonstrated knowledge and use of creating and maintaining a Pavement Management Program per FAA Advisory Circular 150/5380-7A.
  - d) Demonstrated knowledge of establishing PCN's per FAA Advisory Circular 150/5335-5B.
  - e) Demonstrated knowledge and use of creating pavement maintenance and rehabilitation cost estimates.
  - f) Lesson learned from past experiences with pavement management programs.
  
- 2) **Recent Demonstrated Performance within the past 3 years (20 points).** Provide examples of your firm's/team's past performance with projects similar to those needs noted in the anticipated scope of services. **Do not include projects accomplished with the CRAA.** Performance in include:
  - a) Demonstrated success in bringing similar projects to final completion on time and on budget within the fee initially agreed to with the project owner.
  - b) Provide project owner contact information (phone number and e-mail address).
  - c) Provide the names of the individuals that worked on the projects described and state if those individuals are proposed for this project.
  
- 3) **Personnel Qualifications (25 Points).**
  - a) Provide an organizational chart of the proposed team individuals, including sub-consultants.
  - b) Include resumes for each key individual of the team, limited to one (1) page per key individual. Additional information may be included in an appendix.
  - c) Provide a listing of all firms proposed to provide services under this contract. Identify those sub-consultants that the prime firm has worked with previously, identifying the project, location, year, and owner of the project. Additional information regarding each firm may be provided in an appendix.
  - d) Complete and submit the PERSONNEL BY DISCIPLINE form found in Section 10.

4) **Capacity and Resources Available to Perform the Proposed Services (15 Points)**

- a) Provide the availability of personnel/individuals to be assigned to the project. Provide a chart/matrix of present workload of each key team member, including sub-consultant personnel. The chart/matrix shall state the current projects the team member is working on, the expected completion date of that project, and percentage of time the team member would be available for the project. The CRAA is seeking to understand the percentage of time each key team member would be available should the firm/team be selected.
- b) Describe your firm's proximity to the project location, how you will situate resources close to the project site, and how these factors will benefit the project and CRAA's community.

5) **Proposed Quality Control/Quality Assurance (10 points)**

- a) Provide your firm's/teams' proposed plan for quality control and assurance.
- b) Provide lessons learned from past experiences with pavement management programs.

6) **DBE Plan (5 Points).**

There is no set DBE participation goal for this project. Pursuant to 49 CFR Part 26, it is the policy of the CRAA that disadvantaged business enterprises (DBEs) shall have the maximum opportunity to participate in the delivery of services outlined in this request. Offerors are required to demonstrate a good faith effort toward providing meaningful and substantial opportunities for DBE firms. For a maximum score in this area, the DBE Plan evaluation criteria will closely examine:

- a) The quality of DBE sub-consultant opportunities made available.
- b) The scope and breadth of DBE participation sought by the Offeror.
- c) The quality and intensity of efforts made in good faith to maximize opportunities for DBE firms. ***Mere pro forma efforts are not good faith efforts and may result as a minimum that no points for DBE inclusion be awarded and at a maximum the entire proposal may be rejected.***
- d) The level of integration of DBE sub-consultants into the overall project team.
- e) The overall DBE participation level to be reasonably achieved, as a result of the Offerors good faith efforts.

For further information on this subject, please refer to the section on DBE participation, Section 5 – Information for Offerors, of this RFQ.

\_END SECTION 7\_

## SECTION 8 - SELECTION PROCESS

This section provides the offeror an understanding of the typical CRAA selection process and anticipated schedule to complete this solicitation. The CRAA, at its discretion, can modify the process as necessary to better fit the solicitation needs.

### **SELECTION PROCESS**

**Short-list:** In the event of the need to compile a short-list, the Selection Committee will evaluate the Statements of Qualifications and prepare a short list of qualified teams.

**Technical Proposal:** The short-listed teams may be requested to provide technical proposals. If the CRAA requests technical proposals, additional information, including evaluation criteria will be provided at that time.

**Presentations/ Interviews:** Each short-listed team will be given the opportunity to introduce team members (4 maximum), highlight their qualifications and discuss their project approach to a selection committee. Following each presentation, the committee may conduct a Q&A session, as necessary, with the team representatives. Total points available in a presentation/interview will be one-hundred (100). Guidelines and evaluation criteria for presentation/interviews will be provided in advance.

**Highest-Ranked Consultant:** A recommendation from the selection committee will be based upon the results of the qualifications, and *if* needed, presentations and interview scoring (for a total of 200 points). Upon concurrence from CRAA management, the CRAA will issue a Notification of Intent to Negotiate with the highest-ranked consultant team.

**Scope and Fee Negotiations**

Negotiations for the Scope of Work (SOW) and Fee will be in conformance with applicable federal, state and local laws, regulations and procedures. Either the highest-ranked consultant or CRAA may request a meeting to discuss the SOW and Fees negotiation; however, the time and effort for negotiations shall not be subject to reimbursable fees.

Within five (5) days of the Notification of Intent to Negotiate, the highest-ranked consultant shall submit a draft SOW document addressing the needs identified in the RFQ; this submittal will serve as the skeleton to build upon. A level of effort (LOE), in man-hours, shall be submitted with the SOW and the two shall be interrelated by identify task and subtasks with the same numbering system. A work schedule shall also accompany the SOW using the same numbering system as well. Expect that there will be several iterations of each deliverable as the CRAA and the consultant's project managers work to solidify the scope of work.

Concurrently, within five (5) business days of the Notification of Intent to Negotiate, the highest-ranked consultant shall provide a completed Consultant Hourly Rate Determination Worksheet and necessary financial information as described in the Consultant Hourly Rate Determination Cost and Pricing Data Requirement found in Section 10 of this RFQ document.

If either fee or scope negotiations fail with the highest-ranked consultant, negotiations will commence with the second-ranked consultant (and so on) until a successful negotiation is

achieved. Upon completion of contract negotiations with the recommended consultant, a final recommendation will be forwarded to the Facilities Committee of the CRAA Board of Directors and then to the Board as a whole for approval of an authorizing resolution.

**Final Award:** Upon CRAA Board approval of the selected consultant, the consultant shall execute the appropriate Professional Services Agreement, as attached to this RFQ, and return two (2) original signed Agreements for CRAA signature. One copy will be returned to the selected consultant upon full execution. It is currently anticipated that one offeror will be awarded the contract; however, in the event the Authority considers it in its best interest to award more than one contract, the CRAA may award contract(s) in any manner it determines to be in its best interest. If after a contract is awarded and additional resources are deemed necessary from this solicitation, the CRAA reserves the right to award additional contract(s) as in its best interest.

### **ANTICIPATED SCHEDULE FOR SELECTION PROCESS**

The following schedule is anticipated for selection of the consultant team; however, it is subject to change:

RFQ public notice advertisements will appear in the following publications during the weeks of February 6 and February 13, 2012:

The Call & Post  
The Columbus Post  
Columbus Dispatch

This RFQ will appear on the Columbus Regional Airport Authority's website effective February 6, 2012 after 5:00 p.m.

Cut-off Date and Time for Questions:	February 24, 2012 by 4:00 p.m.
Statements of Qualifications Due:	March 1, 2012 by 2:00 p.m.
Short-List Identification:	By March 30, 2012
Oral Presentations/Interviews (if needed):	Week of April 9, 2012
Notification of Intent to Negotiate (fee and scope):	By April 16, 2012
Hourly Rate Determinations and Scope/Fee Negotiations:	By June 1, 2012
Recommendation to CRAA Board:	June 26, 2012

\_END SECTION 8\_

## SECTION 9 – ADDENDUM INFORMATION

THIS SECTION RESERVED FOR ADDENDA, IF NECESSARY

\_END SECTION 9\_

## SECTION 10 - ATTACHMENTS

This section provides a listing of documents for the offeror that may be required throughout the solicitation process. Each form is found attached to this solicitation.

### **FORMS REQUIRED WITH OFFEROR SUBMITTAL**

The following documents are required to be a part of the offeror's submittal:

- Declaration Regarding Material Assistance/Non Assistance to a Terrorist Organization (3 pages)
- Non Collusion Affidavit (for proposers)
- Offeror's Personnel by Discipline
- Response Cover Letter Form
- DBE Intent to Perform as a Subconsultant

### **FORMS REQUIRED IN RESPONSE TO NOTIFICATION OF INTENT TO NEGOTIATE**

If selected to begin negotiations, the following documents are required to be completed and submitted to the CRAA upon receiving notification of intent to negotiation:

- Consultant Hourly Rate Determination
- Consultant Hourly Rate Determination Cost and Pricing Data Requirements

### **FORMS REQUIRED OF SELECTED OFFEROR**

If selected to perform requested services, the offer must execute the following documents:

- Delinquent Personal Property Tax Affidavit
- Contract Signature Affidavit (if applicable)
- Professional Services Agreement
- IRS W-9 Form

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).

- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol

- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

Form with fields: LAST NAME, FIRST NAME, MI, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form with fields: BUSINESS/ORGANIZATION NAME, PHONE, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, BUSINESS/ORGANIZATION REPRESENTATIVE NAME, TITLE

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE <b>X</b>	DATE
---------------------------------	------

**NON-COLLUSION AFFIDAVIT (for proposers)**

State of \_\_\_\_\_

County of \_\_\_\_\_

Request for Qualifications Title: \_\_\_\_\_

Contractor/Consultant \_\_\_\_\_ being first duly sworn,

deposes and says that (s)he is \_\_\_\_\_ (sole owner, a partner, president,

secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said bidder or any other bidder, or to fix any overhead, profit or cost element of such Bid Price, or of that of any other bidder, or to secure any advantage against the Columbus Regional Airport Authority or anyone interested in the proposed Contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his/her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed:

\_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Seal

\_\_\_\_\_

Notary Public

**COLUMBUS REGIONAL AIRPORT AUTHORITY**

**OFFEROR'S PERSONNEL BY DISCIPLINE**

Please complete the following information for each member of the proposed team (both prime and sub consultants). Please include only domestic employees.

- Column A is representative of the number of personnel in the firm
- Column B is representative of the number of personnel in firm assigned to this project

Firm Name: \_\_\_\_\_

	A	B
Administrators		
Architects		
Civil Engineers		
Construct Inspectors		
Draftsmen/CAD/GIS		
Ecologists		
Electrical Engineers		
Estimators		
Geologists		
Hydrologists		
Landscape Architects		
Mechanical Engineers		
Planners Urban/Regional		
Sanitary Engineers		
Soils Engineers		
Specification Writers		
Structural Engineers		
Surveyors/crews		
Traffic Engineers		
Transportation Engineers		
Others: specify below		
1)		
2)		

The below signature indicates the above information is true and correct.

Print Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_END OPD\_



**RESPONSE COVERLETTER FORM** (rev. 2-25-2008)

Page 2 of 2

The following person(s) may be contacted to provide answers to questions on this response:

Name	Relationship to Company	Telephone number/e-mail address

The following sub-consultant(s), proposed in this response, shall be performing work on this engagement as follows:

Company Name(s)	Size and Location of Company	Work to be performed and person(s) identified

The Offeror hereby acknowledges that they have read, understand and agree with the proposed contract requirements should they be the selected firm.

This response is hereby signed and transmitted to the CRAA by a person authorized to legally bind the Offeror to the extent of work and any financial obligation included in the response:

Signature: _____	Date: _____
Name and Title: _____	

END OF FORM

Disadvantaged Business Enterprise Program  
Intent to Perform as a Subconsultant

Note: In accordance with Airport Policy, Disadvantaged Business Enterprises participating in the Authority's DBE Program must have a current certification status with the Ohio Department of Transportation (ODOT) prior to the award of this contract. ODOT's certification of any firm is effective for three years after the date of written certification. If not certified by the Authority, to be eligible as a DBE for award for subcontracts and contracts with the Authority, such firms must immediately submit a completed and signed DBE Certification Application to the Ohio Department of Transportation DBE Program, 1980 West Broad Street, Columbus, OH 43223. The Authority will honor those certifications from those agencies receiving federal funding from the U.S. Department of Transportation.

1. To: (Name of Offeror/Prime Consultant) \_\_\_\_\_
2. The Undersigned intends to perform work in connection with the above project as:  
\_\_\_\_an Individual/Sole Proprietor \_\_\_\_a Corporation \_\_\_\_a Partnership\_\_\_\_Joint Venture
3. The Undersigned (check the applicable statement):  
\_\_\_\_ is certified with the Ohio Department of Transportation  
\_\_\_\_ has a current certification with an agency receiving funding from the U.S. Department of Transportation
4. The undersigned is prepared to perform the following described work in connection with the above project: \_\_\_\_\_ and at the following price \$\_\_\_\_\_.

With respect to the proposed subcontract described above, \_\_\_\_\_ % of the dollar value of such subcontract will be sublet and/or awarded to non-DBE Consultants.

\_\_\_\_\_  
Name of DBE Firm

By: \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Prime Consultant

By: \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature of Authorized Representative

End of Form



**Columbus Regional Airport Authority  
Consultant Hourly Wage Rate Determination (WRD) Cost and Pricing Data  
Requirements & Other Direct Cost (ODC) Instructions**

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- Failure of negotiations**

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**I Consultant Hourly Wage Rate Determination (WRD)**

**WRD Form**

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- B. Overhead Rate**
- C. Profit Rate**

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**Columbus Regional Airport Authority  
Consultant Hourly Wage Rate Determination (WRD) Cost and Pricing Data  
Requirements & Other Direct Cost (ODC) Instructions**

**Cover Letter**

The CRAA (Authority) requires specific documentation of proposed cost and pricing data from the highest ranked Proposer and each subconsultant. Follow these instructions to accurately complete the Consultant Hourly Wage Rate Determination (WRD) Worksheet.

The highest ranked Proposer and related subconsultants shall provide the following information to the Authority **within five (5) business days** after Notice of Intent to Negotiate has been received. Failure to provide such information in a timely manner **shall** result in a decision by CRAA to discontinue negotiations with the highest-ranked Proposer and start negotiations with the next highest-ranked Proposer (see “Failure of negotiations”, below).

It is the prime Proposer’s responsibility to supply the Worksheet and Instructions to each subconsultant. The subconsultant will return these completed items to the prime Proposer, electronically, in the format specified by the Authority. Subconsultants’ documents are required within the same five (5) business day timeframe noted in the preceding paragraph.

All documents shall be provided (in electronic format) to the CRAA Project Manager assigned to the project.

Any information considered confidential should be marked or transmitted as such.

**Failure of negotiations:**

In the event the proposed prime consultant is not able to negotiate an acceptable Wage Rate Determination (WRD) with the Authority, the prime consultant shall be given written (may be electronic) notice that the negotiations are subject to failure. The prime consultant then has five (5) business days to provide a final offer regarding their WRD. If the five (5) business days pass without resolution on the final offer the Authority may deem that the negotiations have “failed”.

In the event any proposed subconsultant fails to negotiate an acceptable Wage Rate Determination (WRD) with the Authority, the recommended Prime shall be given written (may be electronic) notice that the negotiations may be subject to failure. The recommended Prime has five (5) business days in which the proposed sub-consultant shall provide a final offer regarding their WRD. If the five (5) business days pass without resolution on the final offer the Authority may deem that the negotiations have “failed”.

In the case of a failure with the Prime or Subconsultant the Authority shall notify the recommended Prime Consultant, in writing (may be electronic), that the final offer negotiations have failed and, therefore, that negotiations have failed for the entire team. The decision of the Authority shall be final. The Authority shall then move to the next highest-ranked consultant. This process will continue until a successful negotiation is achieved or the Authority, at its option, may choose to commence a new selection process.



**Columbus Regional Airport Authority  
Consultant Hourly Wage Rate Determination (WRD) Cost and Pricing Data  
Requirements & Other Direct Cost (ODC) Instructions**

**Overview**

All proposers and subcontractors are required to submit, at a minimum, the following documents (more detailed instructions follow this listing):

**I Wage Rate Determination**

- A. WRD – Hourly rate
  1. Completed WRD worksheet in Excel format
  2. Payroll reports (detailed) for two recent pay periods
  3. Adjustments
    - a. Adding employees to the WRD
      - Name
      - Position
      - Hourly rate requested
      - Are they paid hourly or salary
      - Two recent detailed payroll registers
    - b. Requesting a Wage Rate Increase
      - After 12 months on contract, lesser of:
        - i) Actual increase/decrease
        - ii) Average CPI-U rate change
    - c. Submitting a Wage Rate Decrease
      - Submit new WRD within thirty (30) calendar days of decrease.
- B. WRD – Overhead Rate
  1. State Requested Overhead Rate
    - a. If actual is less than 140%, use actual
    - b. If actual is greater than 140%
      - i) Actual or,
      - ii) Election to use 140%
  2. Financial statements (detailed), audited if available else highest level
    - a. Most recent annual financial statements
    - b. Include a detailed general ledger (electronic) of your most recent full fiscal year.
  3. FAR Audit or additional information
    - a. If you have a FAR Audit:
      - FAR Audit report with all supplemental schedules.
    - b. If you do not have a FAR audit:
      - Schedule showing calculation of the overhead rate
  4. How the Overhead Rate is reviewed and calculated

- C. WRD - Profit Rate
  - 1. State Requested Profit Rate
  - 2. Follow Authority guidelines
  
- II Other Direct Costs (ODC)
  - A. Schedule identifying and showing the calculation of ODC
  - B. No markup on ODC
  
- III Subconsultant Costs
  - A. No markup on Subconsultant Costs
  
- IV Miscellaneous Information

Do not protect any forms submitted other than, possibly, a password to open. Be sure to advise the Authority of the password if one is required to open the document.

# I Wage Rate Determination (WRD) Worksheet (in Excel)

## WRD Form

Once the CRAA has issued a Notice of Intent to Negotiate a WRD worksheet (sample below) shall be completed, in Excel format, in its entirety to begin fee negotiations. To ensure accurate completion of this Worksheet, refer to the "Consultant Hourly Rate Determination Cost and Pricing Data Requirements" document provided with this form. Detailed payroll registers covering two recent pay periods must always accompany an Hourly Wage Rate Determination Worksheet.

WRD Worksheet:

Project Name:

Term of Contract (enter dates):

Firm's Name:

	Employee Name (1)	Job Title	H/S	(Column A) Actual Hourly Rate	(Column B) Overhead (2)	(Column C) Profit (3)	(Column D) Loaded Hourly Rate (A+B+C)
Last Name, First Name					140.0%	8.0%	
EX.	Example: Doe, Jane (at 140% OH and 8% Profit)	Project Assistant		\$ 15.00	\$ 21.00	2.88	\$ 38.88
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -

Notes:

- (1) List all staff (employees only) that may work on the project and their actual base hourly compensation earned at the time this form is submitted. After completion of fee negotiations and execution of a contract between the CRAA and the highest-ranked proposer, this form shall be updated within 30 days of any personnel changes and resubmitted to the Project Manager (along with two recent payrolls) for approval. Actual rate may not exceed \$100./hour.
  - (2) Use the Cost and Pricing Data Requirements (WRD Instructions) as a guide to determining the overhead rate. This calculation is Column A times the overhead percentage.
  - (3) If the profit percentage exceeds 8.0%, provide documentation necessary to justify the unique circumstances that would warrant a higher percentage. This calculation is Column A plus Column B times the profit percentage stated in Column C.
  - (4) Do not list employees whose wages are included in overhead. Example: Estimating, Safety, Economic inclusion.
- H/S - Indicate whether the employee is hourly or salaried.

Effective 01-01-2010

The WRD Worksheet shall be completed using the supplied Microsoft Excel spreadsheet (do not make any entries or changes on the 2<sup>nd</sup> tabbed worksheet labeled "for CRAA use only") and shall be submitted electronically to the Authority's Project Manager. Non-Excel versions of the Consultant Hourly Wage Rate Determination Worksheet will not be accepted.

## A. WRD – Hourly Rate (WRD & Payroll reports)

- 1) WRD form - The prime Proposer and related subconsultants shall complete the electronic (Excel) Consultant Hourly Wage Rate Determination (WRD) worksheet in its entirety, supplying:
  - a) Name of each employee (no subconsultants) planned to work on the project
  - b) Job classification
  - c) Hourly or salaried
  - d) Current hourly base rate of pay. This is the raw wage rate (no fringes, burden, etc.).
    - i) The Authority considers a raw (base) rate of pay greater than \$100/hour excessive and limits the raw rate accordingly.
  - e) Requested overhead (o/h) rate percentage (this is your actual o/h rate or less)
  - f) Profit rate requested
  
- 2) Payroll registers - Current, detailed payroll registers covering the last two pay periods that support the current hourly base rate of pay. The payroll registers should show, at a minimum:
  - a) Each employee planned to work on the job
  - b) Actual hourly rate of pay (or enough information to easily calculate an hourly rate, such as annual salary)
  - c) Hours worked
  - d) Payroll deductions
  - e) All other information typically stated on a payroll register.
  - f) Registers must be actual payroll registers. Certifications by officers, Excel spreadsheets listing employees and pay rates, etc. cannot be accepted.
  
- 3) Adjustments
  - a) Adding employees to an approved WRD  
If, during the contract, you must add employees to the WRD submit the following information for each employee to your Project Manager:

Employee's full name  
Position  
Hourly rate requested  
Are they paid hourly or salary  
Two recent detailed payroll registers

The Authority's Audit Services Department will make the appropriate additions to the master WRD and send you a new, approved WRD.

Please try to plan ahead, limiting the number of requests to add employees.

b) Requesting a rate increase

At the end of each twelve (12) month period an adjustment to actual hourly rates may be requested by submitting the following to the CRAA Project Manager:

(i) All items listed in A. 1), but note the following:

A. 1) e): enter the overhead rate agreed to for the project

A. 1) f): enter the profit rate rate agreed to for the project

(ii) All items listed in A. 2)

If approved by the Authority, actual hourly rates may be adjusted by the lesser of the following:

i) The actual wage rate increase paid to the employee; or

ii) The average percentage rate change in the Consumer Price Index all Urban Consumers (CPI-U)

This change applies only to the actual hourly rate. The overhead and profit percentages remain the same throughout the contract.

c) Rate decrease

Any time that consultant decreases rates paid to its employees, consultant will submit (within 30 calendar days of the payroll decrease) the following to the CRAA Project Manager:

(i) All items listed in A. 1), but note the following:

A. 1) e): enter the overhead rate agreed to for the project

A. 1) f): enter the profit rate rate agreed to for the project

(ii) All items listed in A. 2), but note the following:

2 payroll (p/r) registers should be submitted as follows:

- The p/r register covering the pay period immediately before the decrease

- The p/r register covering the first pay period of the decrease

This change applies only to the actual hourly rate. The overhead and profit percentages remain the same throughout the contract

## B. WRD – Overhead Rate (Financial Statements & Overhead Calculation)

NOTE: FINANCIAL INFORMATION MUST BE FOR THE SAME FISCAL YEAR.

1. State Requested Overhead Rate on the WRD worksheet
  - a) If actual overhead rate is less than or equal to 140%
    - i) Enter the actual overhead rate.
  - b) If actual overhead rate is greater than 140%
    - i) Actual, or
    - ii) Consultant may elect to accept a rate of 140% in lieu of a full review by the Authority. This election is made by entering an overhead rate of 140% on the WRD worksheet.
  - c) Whether requesting an overhead rate per item 1.a) or 1.b) all documents must be submitted in order for the Authority to verify the actual overhead rate.
2. Financial Statements (detailed), audited if available else highest level
  - a) Most recent annual financial statements
    - i) Audited, if available. If not available then (in order of preference):
      - reviewed
      - compiled
      - internally preparedBe sure to include a breakout of G & A Expenses, Direct labor and PTO (paid time off).
    - ii) If the financial statements include multiple entities or disciplines (i.e., Engineering, design, construction management, etc.), consolidated financial statements shall be provided detailing each respective business unit's financial activity.

Any financial results relating to parent or subsidiary companies may be removed from the multiplier calculation by the Authority.
  - b) Include a detailed general ledger (electronic, excel) of your most recent full fiscal year. The g/l should agree to the financial statements (in total). If they do not agree a reconciliation must be provided.
  - c) Detail all costs (other than labor) included in the overhead or indirect costs that are chargeable to/reimbursable under this or any other project. Examples of these cost categories are:
    - a) Travel
    - b) Equipment rental
    - c) Specialized test equipment for other projects
    - d) Blueprint, drawing, or report preparation/reproduction
    - e) Supplies
    - f) Site costs/costs of special off-site projects
    - g) Subconsultant costs/outside labor or services

Explain how you account for costs which are directly reimbursable by other customers. If the reimbursements are included in gross revenues and not netted against the related expenses, **the reimbursed amount will be removed from the overhead calculation.**

3. FAR (Federal Acquisition Regulations) Analysis

- a) If you have a FAR Audit
  - i) FAR Audit Report
    - a. Include entire report
    - b. Include all supplemental schedules
    - c. Report on Internal Controls for the audit period that corresponds to the FAR Audit Report.
  - b) If you do not have a FAR Audit
    - i) A schedule showing the calculation of your overhead rate.
    - ii) A review, in accordance with Federal Acquisition Regulation (FAR) 31 standards, of the financial statements and indirect costs will be necessary. The Authority will review the financial statements and initial overhead calculation. If it is determined by the Authority that a full FAR audit is necessary:
      - 1) Due to the timing of the Project, the Authority may decide to move to the next qualified firm, or
      - 2) The Authority or the Authority's representative shall initiate a review of the cost allocation and overhead calculations. All costs associated with this review by the Authority shall be reimbursed by the Proposer.
      - 3) The Proposer or subconsultant may have an audit performed by its own independent CPA firm if:
        - a) it can be completed timely,
        - b) there is a firm completion date from the CPA firm, and
        - c) the timing is agreed to by the Authority.
    - iii) The totals on the unadjusted column of the FAR report should agree to the financial statements and the detail general ledger. If they do not, a reconciliation must be provided.

#### 4. How the overhead rate is reviewed and calculated

The Authority will apply FAR standards to the financial statements as well as some Authority criteria, such as treatment of bonus payments. If you have a FAR Audit the Authority may make additional adjustments in accordance with the Authority's interpretation of the FAR.

In order to apply FAR 31.201-3, Reasonableness, the Authority will use Zweig White & Associates, Inc.'s current "Financial Performance Survey" to review benchmark percentages for certain items. This may include review of items such as productivity, insurance, retirement contributions, etc. that are a component of overhead. The Authority will adjust the overhead rate for category percentages that fall outside those benchmarks listed within the ZweigWhite Survey.

The Authority benchmarks total labor by utilizing the Chargeability Rate and Personnel Cost Rate described in the above-mentioned ZweigWhite survey. An adjustment will be made to Direct and Indirect Salaries and Personnel Costs when the ratio between Direct Salary and Indirect Salary Costs fall below this rate.

For example:

In 2007 the medium chargeable rate was 61.4%. If Direct Salaries are \$500,000 and Indirect Salaries are \$500,000, the benchmark indicates that Direct Salaries should be \$614,000 ( $\$1,000,000 \times 61.4\%$ ) and Indirect Salaries should be \$386,000 ( $\$1,000,000 \times 38.6\%$ ). An adjustment of \$114,000 ( $\$614,000 - \$500,000$ ) would be made reducing Indirect Salaries and increasing Direct Salaries.

Once the review is completed the Authority will calculate a revised overhead multiplier based on the information stated above which we will provide to the Consultant. Consultant has the option of accepting the calculated rate or reviewing the rate with the Authority. The final overhead rate agreed to between the Consultant and the Authority will remain in effect for the life of the contract.

#### **C. WRD - Profit.**

The Authority considers both Federal DOT and FAR guidelines in establishing fair and reasonable profit. All firms must provide justification if requesting profit rates in excess of eight (8.0%) percent.

The final profit rate will remain in effect for the life of the contract.

## II Other Direct Costs (ODC).

In addition to the WRD, a schedule of ODC for this project is required.

- A. Identify all Other Direct Costs for this project and the rationale used as a basis for the costs.
1. Do not include any costs that are a component of Indirect Overhead, including items that have been depreciated.
  2. For each ODC, provide the unit price and/or rate with supporting rationale, historical data and estimating methodology used to validate it.
  3. **Failure to identify ODCs with submission of the WRD results in a presumption that there are no ODCs (highlighted for emphasis) for this work.**
  4. ODC will be reimbursed according to the Authority's expense reimbursement policy once the consultant has submitted proper documentation (invoice, etc.).
  5. In accordance with Authority policy, Consultants shall not mark up ODC.

## III Subconsultant Costs

- A. In accordance with Authority policy, Consultants shall not mark up subconsultant costs.

## IV Miscellaneous

Further requests for records may be made by other members or representatives of the Authority. Proposer and subconsultants shall cooperate fully when supplying the information needed to verify the Cost and Pricing Data.

The Authority, at its option, may elect not to verify certain costs at the time of negotiation; however, the Proposer and each subconsultant are required to submit all information according to the guidelines above. At any time during or after the contract (within the guidelines of the contract provisions) the Authority may request further verification of the submitted costs or multipliers.

Financial records required may include, but are not limited to, the Proposer's financial statements, general ledger, receivable and payable records, payroll and related benefit records, equipment records and related financial systems.

**DELINQUENT PERSONAL PROPERTY TAX**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that  
he/she is \_\_\_\_\_ of, \_\_\_\_\_  
(Title) (Company)

the successful contractor/consultant on the attached Contract with the Columbus Regional Airport Authority for

\_\_\_\_\_,  
(Describe or Identify Contract)

and for the purpose of complying with Section 5719.042 of the Ohio Revised Code, states that at the time the bid for said Contract was submitted, said bidder \_\_\_\_\_ charged with delinquent personal property \_\_\_\_\_ (was) (was not) taxes on the General Tax list of personal property of a county of the State of Ohio, and that the amount of due and unpaid delinquent taxes, penalties and interest thereon is as follows:

<u>Taxes</u>	<u>Penalties &amp; Interest</u>	<u>County</u>
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(AFFIANT)

SEAL \_\_\_\_\_

**CONTRACT SIGNATURE AFFIDAVIT**

(TO BE COMPLETED AND EXECUTED ONLY IF THE PERSON SIGNING THE CONTRACT IS ANYONE OTHER THAN THE PRESIDENT OF THE CORPORATION, PARTNERSHIP OR COMPANY)

COUNTY OF \_\_\_\_\_)

STATE OF \_\_\_\_\_)

\_\_\_\_\_, Being first duly sworn, deposes and says that he  
(AFFIANT)  
is \_\_\_\_\_ of \_\_\_\_\_,  
(TITLE) (COMPANY)

a corporation, company or partnership organized and existing under and by virtue of the laws of the State of  
\_\_\_\_\_, and having its principal offices at \_\_\_\_\_  
(STATE) (STREET AND NUMBER)

\_\_\_\_\_. Affiant further says that  
(CITY) (COUNTY) (STATE)

he is familiar with the records, minute books and by-laws of \_\_\_\_\_  
(NAME COMPANY)

Affiant further says that \_\_\_\_\_ is  
(NAME-OF CONTRACT SIGNER, MUST BE OTHER THAN AFFIANT)

authorized to sign the CONTRACT for \_\_\_\_\_, for the  
(TITLE OF CONTRACT)

Corporation, Company or Partnership and is duly \_\_\_\_\_,  
(OFFICIAL POSITION OF THE CONTRACT SIGNER)

for said Corporation, Company or Partnership by virtue of:

\_\_\_\_\_  
(State whether a provision of by-laws or a Resolution of the Board of Directors, Partnership Agreement or Agency.)

\_\_\_\_\_  
(If by Resolution, give date of adoption)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

SEAL

\_\_\_\_\_  
(AFFIANT)

\_\_\_\_\_  
Notary Public

\_END CSA\_

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**COLUMBUS REGIONAL AIRPORT AUTHORITY  
"AUTHORITY"**

**AND**

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**"CONSULTANT"**

**FOR**

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**COLUMBUS REGIONAL  
AIRPORT AUTHORITY**

**2012**

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## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ ("Consultant"), and Columbus Regional Airport Authority, ("Authority"), a port authority organized and existing under the laws of the State of Ohio.

**Section 1. Services:** The Authority has entered into this Agreement in reliance upon the Consultant's representations and assurances with regard to the competency and experience of Consultant to provide the Scope of Services described in the Agreement Scope of Services, which is included herein as Attachment B to Schedule A and by this reference incorporated into and made a part of this Agreement (the "Scope of Services"). The intent of the Agreement is to provide for the Consultant's design and completion in every detail of the Scope of Services as generally described in the Agreement. Consultant warrants that all services hereunder shall be performed consistent with the professional standards of skill, care and diligence exercised by entities licensed to provide and regularly providing comparable services and work on projects of similar size, complexity and cost and in compliance with applicable laws, rules, regulations and codes.

Consultant and Consultant's agents, employees and Sub-Consultants shall communicate with and coordinate its services with the Authority project manager(s) designated in Schedule A or any successor, but it is acknowledged that the Authority is not responsible for and does not have control or charge over the design and shall not be responsible for the Consultant's failure to carry out the Scope of Services in accordance with the requirements of the Agreement. Consultant shall promptly advise Authority in writing of any event, happening, or circumstances known to Consultant which may delay the Schedule or increase the Consultant's cost under the Agreement or which otherwise may be incompatible with the interests of Authority.

It is agreed that all Consultant's employees are employees of Consultant and not of Authority and Authority has no contractual relationship with Consultant's Sub-Consultants. For purposes of this Agreement "Sub-Consultant" shall mean a person or entity that has a contract with the Consultant to perform or provide a portion of the Scope of Services and its authorized representatives, successors, and assigns. Authority shall have the right to request that the Consultant reassign any of Consultant's employees, including Sub-Consultant employees, assigned to Authority's project. Authority shall have the right to inspect the provision of services at any time without notice.

**Section 2. Authority Provided Information:** Within a reasonable time after receipt of a written request from the Consultant, the Authority shall furnish to the Consultant information or services under the Authority's control that are reasonably needed for the Consultant's performance of the Agreement. Where information is made available, Consultant shall promptly review requested information. The Consultant must immediately notify the Owner in writing if the Consultant becomes aware of any errors, omissions, or inconsistencies in any Authority-furnished services or information or in any services or information furnished by or at the direction of the Consultant. If the Consultant becomes aware of any errors, omissions, or inconsistencies in any documents or information for which the Consultant is responsible, it must immediately make all necessary changes or corrections without additional cost to the Authority.

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**Section 3. Compensation and Adjustments:** In consideration of the services to be provided by the Consultant, the Authority shall pay Consultant on the basis of the fully executed task order, and in the amounts calculated on rates referred to in Schedule A. These rates shall be calculated using the formula provided in Attachment A to Schedule A. If the compensation set forth in Schedule A is to be paid on a lump sum basis, the amount to be paid under this Agreement shall be adjusted only in accordance with the provisions of Section 22 and shall be determined in accordance with said Attachment A. Compensation payable on a lump sum basis shall be payable in monthly installments proportionate to the amount of services actually completed.

Compensation based on an hourly rate shall be payable on a monthly basis in accordance with the hourly rates set forth in Schedule A. Attachment A. Consultant Hourly Wage Rate Determination (WRD.) WRD rates shall remain in effect for the entire term of the Agreement unless mutually agreed upon during the fee negotiations. Should the Agreement extend beyond twelve (12) months, the parties may negotiate appropriate adjustments to the WRD rates. Any changes to the WRD rates must be made by amendment to the WRD executed by both parties.

WRD Adjustments: No less than twelve (12) months following the date that the CRAA received the original WRD, the consultant may request an adjustment to the actual hourly wage rate determination (WRD.) The Consultant shall request the adjustment in writing or electronically to the Authority's Project Manager. Requirements for making these requests and proper documentation are in Schedule A. Attachment A. Consultant Hourly Wage Rate Determination (WRD.) instructions. Requests for rate changes must be at least 12 months apart.

If a rate adjustment is approved, actual hourly rates shall be adjusted by the lesser of the actual wage rate percentage increase or decrease paid to the employee or the average percentage rate change in the CPI-All Urban Consumers Index. Any rate adjustment shall apply only to the actual hourly rate. The overhead and profit percentages shall remain the same throughout the contract.

If consultant reduces rates to its employees, the consultant shall report it to the Authority. Requirements for making these requests and proper documentation are in Schedule A. Attachment A. Consultant Hourly Wage Rate Determination (WRD.) instructions.

Adding Employees to an Approved WRD: If the Consultant requests additions or changes to the employees listed on the WRD; the instructions for making these requests and proper documentation are in Schedule A. Attachment A. Consultant Hourly Wage Rate Determination (WRD). Any additions or changes to the WRD rates must be made by amendment to the WRD executed by both parties

**Section 4. Contract Documents:** Collectively, the "Contract Documents" consist of this Agreement, other documents listed in this Agreement, and amendments to this Agreement. The Contract Documents form the entire agreement. Notwithstanding the foregoing the Contract Documents do not include other documents such as any proposal requirements, the Consultant's proposal, Sub-Consultant bids/proposals or agreements or similar documents. This Agreement includes the following:

- a. Exhibit A – Reimbursement Policy
- b. Schedule A, including Attachment A (Consultant Hourly Rate Determination) and Attachment B ( Agreement Scope of Services)

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- c. Schedule B - DBE invoice disbursement form
  - d. Schedule C – Consultant’s Invoice Checklist
  - e. Schedule D – Consultant Performance Evaluation
  - f. Schedule E – Delinquent Personal Property Tax Affidavit
  - g. Schedule F – Contract Affidavit
  - h. Schedule G - Insurance Minimum Coverage

**Section 5. Additional Consultant Responsibilities:** The Consultant acknowledges and agrees that the Authority entered into this Agreement with Consultant based in large part on the qualifications and experience of the Key Personnel identified on Schedule A, as well as Consultants commitment that the Key Personnel undertake and perform the Scope of Services. The Consultant represents, warrants and covenants that such Key Personnel will perform the portions of the Scope of Services identified for their performance in the Agreement. Upon Authority’s request, the Consultant shall provide documentation of the time spent by each Key Personnel performing the Scope of Services to the Authority’s satisfaction.

If the Consultant proposes to remove or replace Key Personnel and/or Sub-Consultants, whether at the request of the Authority or due to suspension or termination of a Key Personnel’s employment with Consultant or a Sub-Consultant, the Consultant shall promptly propose to the Authority a replacement for such Key Personnel for Authority’s consideration. Any requested substitute Key Personnel shall in all events be sufficient in qualifications and experience for satisfactory performance of portion of the Scope of Services to be performed by the replaced Key Personnel. The Authority reserves the right to reject a proposed replacement of Key Personnel if the Authority determines the proposed substitute lacks the necessary experience, qualifications or availability to complete the Key Personnel’s portion of the Scope of Services, in which case the Consultant shall propose a new substitute. The Authority shall provide written consent once a substitute Key Personnel is determined by the Authority to be satisfactory.

Consultant is solely responsible for the acts and omissions of its agents, employees, Sub-Consultants and any other persons and organizations performing or furnishing any of the work performed pursuant to this Agreement. By written agreement the Consultant shall require that each Sub-Consultant, to the extent of the services to be performed by the Sub-Consultant, to be bound to the Consultant by the terms of this Agreement, and to assume toward the Consultant all of the obligations and responsibilities which the Consultant, by this Agreement, assumes toward the Authority. Nothing in this Agreement shall create a contractual relationship between any such Sub-Consultants and the Authority, nor shall it create any obligation on the part of the Authority to pay or to see the payment of any moneys due to any such Sub-Consultants except as may otherwise may be required by law or requested directly by the Authority.

**Section 6. Costs for Re-bidding Due to Variance from Engineer’s Estimate:** Upon completion of any design, the Consultant may be required to submit a detailed construction cost ("engineer's") estimate to the Authority. As state law requires the re-bid of any project where the lowest bid is more than 10% higher than the engineer's estimate, the Consultant's estimate should take into account all considerations (i.e., time of year, economic/market considerations, night work, etc.) in order to accurately represent the probable cost of construction. If the Consultant’s estimate is used as the Engineer’s Estimate for bidding purposes, and if the project must be re-bid due to factors within the Consultant's control (i.e., mathematical or clerical errors in the computation of the estimate; omission of one or more components of the project from the estimate; etc.), the Consultant will be responsible for all costs associated with re-

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bidding a project, including but not limited to its own costs to prepare the necessary documents and complete the re-bid as well as the all of the Authority's actual costs to complete the re-bid.

**Section 7. Equipment and Supplies:** With the exception of those items set forth in Schedule A, Consultant shall supply the necessary equipment, tools, supplies and other items ("equipment and supplies") necessary to perform the services. If Authority provides equipment and supplies, Consultant shall be responsible for the maintenance and security of such equipment and supplies and shall be responsible for any loss or damage caused by the negligence or misuse by Consultant or Consultant's employees. Consultant shall return all equipment and supplies supplied by Authority within twenty-four (24) hours after completion of its use. Consultant shall at all times store and maintain supplies in good operating condition, normal wear and tear excepted. The Authority shall have the right to inspect the supplies at any time without notice. Consultant shall return all unused supplies furnished by Authority at the termination of the Agreement.

**Section 8. Reimbursement for Expenses:** To the extent that Consultant incurs reimbursable expenses as set forth in Schedule A, payment shall be made in accordance with and subject to the limitations stated in Authority's Reimbursement Policy, attached hereto as Exhibit A.

**Section 9. Invoicing:** Authority shall pay all amounts due and payable within 30 days after Authority's receipt and approval of invoices in accordance with Schedules A, B and C. In addition to submitting completed Schedules A, B and C with each invoice, Consultant shall provide a progress report. The progress report shall, at a minimum, state what work was performed for the period of time being invoiced, state the expected work to be performed during the next invoice period, provide an updated schedule listing the dates for all deliverables, and identify any project risks (financial, schedule, project management or otherwise). Payment of the invoice may be withheld by the Authority until the progress report is received. Consultants shall not submit more than one invoice on a single project per month without the prior written approval of the Authority. Consultant agrees that Authority may examine Consultant's records to the extent necessary to verify invoices.

**Section 10. Suspension:** Upon written notice to the Consultant, Authority may, without cause and without prejudice to any other right or remedy it may have, order the Consultant to suspend, delay or interrupt its performance of any or all of the services under this Agreement, in whole or in part, for such period of time as the Authority may determine. In such case, the Consultant may be allowed an extension to the schedule(s) directly attributable to any suspension for the convenience of the Authority. Immediately upon notice Consultant shall cease all performance of any work under this Agreement. Consultant shall be entitled to no additional compensation during such suspension but shall be compensated for authorized service performed prior and up to the time of suspension.

**Section 11. Termination for Convenience by Authority:** Upon written notice to the Consultant, the Authority may, without cause and without prejudice to any other right or remedy it may have, elect to terminate all or part of the Agreement. In such case, the Authority will pay the Consultant for all services that the Consultant satisfactorily performed prior to the date of termination, based upon the percentage of work then completed and supporting documentation satisfactory to the Authority demonstrating expenses actually incurred and services actually performed. Notwithstanding the foregoing, if the Authority terminates this Agreement as a termination for convenience, but there exists an event of the Consultant's default, the Consultant will be entitled to receive only such sums as it would be entitled to receive

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following the occurrence of an event of default as provided in Section 12.

**Section 12: Termination by the Authority for Cause:** The Authority may, after giving the Consultant 3 days' written notice, except in the event of an emergency as determined by the Authority in which case the Authority need not give any advance notice, terminate this Agreement for default upon the occurrence of any of the following events as determined by the Authority:

- a. If the Consultant fails to perform the services in accordance with the Agreement including, but not limited to, failure to supply sufficient qualified staff or failure to prosecute the services promptly and diligently;
- b. If the Consultant makes a general assignment for the benefit of creditors;
- c. If the Consultant violates in any material way any provisions of the Contract Documents;
- d. If the Consultant admits in writing an inability to pay its debts generally as they become due;
- e. If a trustee, receiver, custodian, or agent of the Consultant is appointed under applicable law or under contract whose appointment of authority to take charge of property of the Consultant is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Consultant's creditors;
- f. If the Consultant commences a voluntary action under any chapter of the United States Bankruptcy Code as now or hereafter in effect or if Consultant takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- g. If a petition is filed against the Consultant under any chapter of the United States Bankruptcy Code as now or hereafter in effect at the time of filing or a petition is filed seeking any such equivalent or similar relief against the Consultant under any other federal or state law in effect at such time relating to bankruptcy or insolvency.

In the event of a termination, the Authority shall have no further liability to Consultant. All notices under this Section 12 shall be given in accordance with Section 21 hereof.

In the event of such termination for cause pursuant to this Section 12 or for convenience pursuant to Section 11, Consultant shall promptly surrender to the Authority all completed work and work in progress, and all materials, records and notes procured or produced pursuant to this Agreement.

**Section 13. Termination by Consultant for Cause:** If, through no act or fault of the Consultant, (1) all of Consultant's services are suspended for a period of more than 90 consecutive days by the Authority, or (2) the Authority fails to act on any request for payment within 45 days after it is submitted; or (3) the Authority fails to pay the Consultant any sum within 60 days of the date the sum is finally determined to be due, the Consultant may, upon 10-days' written notice to the Authority, terminate this Agreement and recover from the Authority payment for all services performed by the Consultant to the date of termination. The provisions of this paragraph do not relieve the Consultant of its obligations to perform the services in accordance with the Agreement and without delay during disputes with the Authority.

**Section 14. Confidentiality:** Except with Authority's prior written approval, during and after the term of this Agreement, Consultant and Consultant's employees shall not disclose in any manner to any person other than Authority and its designated representatives, or as required by law, any information obtained during the term of this Agreement concerning matters herein or the business of Authority. This provision

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shall survive for 15 years from the termination of this Agreement. Notwithstanding the foregoing, confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of Consultant, or is otherwise properly received from a third party without an obligation of confidentiality.

**Section 15. Security and Safety:** Consultant and all Consultant's employees shall comply with Authority rules and regulations governing the security, maintenance and safety of Authority facilities. Failure of Consultant's employees to abide by the rules and regulations of Authority may result in immediate termination of this Agreement.

**Section 16. Ownership of Work Product:** Consultant expressly acknowledges that all rights, title and interest to all work or work product including, but not limited to, all designs, concepts, know how, techniques, inventions, discoveries, improvements, trademarks, designs, artwork, and copyrightable subject matter developed or produced under this Agreement are the sole property of Authority and are subject to the restrictions provided in Section 14 hereof. Any authorized representative of the Authority shall at all reasonable times have the right to inspect and examine such documents or copies thereof when the same are in the possession of or at the office of the Consultant for working use. Immediately upon completion of the work, all such original documents shall be delivered to the Authority. The Consultant may retain copies, including reproducible copies of documents, including in electronic form, prepared by Consultants and its Sub-Consultants pursuant to providing the services under this Agreement. Any unauthorized use of the work or work product will be at the sole risk of the entity making the unauthorized use.

**Section 17. Taxes:** Consultant agrees to pay and be responsible for all Federal, state and local income and payroll taxes and will file all required returns related to such taxes, contributions and payroll deductions.

**Section 18. Time of Performance:** The times of performance for the services under this Agreement shall be specified in Schedule A. Consultant recognizes that the time of performance is a critical term and that "time is of the essence" under this Agreement. Failure to timely meet the required performance schedule may result in immediate termination of this Agreement by Authority.

**Section 19. Force Majeure:** If by reason of acts of God, winds, fires, epidemics, landslides, floods, droughts, famines, governmental authority, insurrection, military action, sabotage, civil disturbances, acts of terrorism, explosions or failure of utilities, either party is unable to carry out its obligations herein contained, neither party shall be in default during the continuance of such inability, notwithstanding the provisions of Section 18. Each party shall, however, remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations hereunder.

The party claiming to be affected by an event of Force Majeure shall notify the other party in writing of the occurrence of such event as soon as possible, and shall, within 15 days after the occurrence of such event, provide the other party with appropriate evidence in support of the occurrence of the event of Force Majeure and the period of its occurrence. If an event of Force Majeure occurs, both Parties shall immediately consult with each other regarding the performance of this Agreement, and shall immediately resume their respective obligations under this Agreement upon the termination or elimination of the event of Force Majeure.

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## **Section 20. Equal Opportunity/Civil Rights:**

### **Requirements of 49 CFR Part 26**

It is the policy of the United States Department of Transportation ("DOT") that disadvantaged business enterprises as defined in 49 CFR Part 26 ("DBE's") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this Agreement.

Consultant agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

The Consultant, sub-recipient or Sub-Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.

Consultant further agrees that each subcontract it signs with a Sub-Consultant will include the following language as required by 49 CFR Part 26.13:

“The Consultant, sub-recipient or Sub-Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Sub-Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Sub-Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Columbus Regional Airport Authority deems appropriate.”

### **Requirements of 49 CFR Part 21, 49 USC §47132, and Chapter 4117 O.R.C.**

Consultant understands that the Authority in the operation and use of Airport facilities, is committed to an affirmative action program and will not, on the grounds of race, color, creed, religion, sex, military status, disability, age, ancestry, or national origin, discriminate or permit discrimination against any person or group of persons in the manner prohibited by 49 USC §47123 Part 21 of the U.S. Department of Transportation Regulations (49 CFR Part 21) or Ohio Revised Code Chapter 4117. Consultant hereby agrees that the premises of its employment office shall be posted to such effect as required by such regulation. Consultant represents and warrants that it has an Affirmative Action Plan to the extent required to comply with the Federal rules and regulations of the Equal Employment Opportunity Commission, the Ohio Civil Rights Commission, and the Office of Federal Contract Compliance.

(a) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, military status, disability, age, ancestry or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, military status, disability, age, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and

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selection for training. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

(b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the Consultant is an Equal Opportunity Employer.

(c) It is the policy of the Authority that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the Authority.

(d) The Consultant shall permit access to any relevant and pertinent reports and documents by the Authority for the purpose of verifying compliance with this Article. All such materials provided to the Authority by the Consultant shall be considered confidential.

(e) The Consultant and each Sub-Consultant will include a summary of this Equal Opportunity Clause in every subcontract. The Consultant will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

(f) Failure or refusal of the Consultant or a Sub-Consultant to comply with these Equal Opportunity Provisions may result in cancellation of this Agreement or any other action prescribed or allowable under law.

**Section 21. Notices:** All notices under this Agreement shall be given in writing and delivered by hand or by mail, postage prepaid, effective upon receipt at the address designated in Schedule A for Consultant and if for Authority to:

President & CEO  
Columbus Regional Airport Authority  
Port Columbus International Airport  
4600 International Gateway  
Columbus, Ohio 43219

with copy to Legal Services

Any party to this Agreement may, by notice given in accordance with this Section 21, designate a new address or notices, requests, and demands to such party. Other communications shall be between the Project Managers as specified on Schedule A.

**Section 22. Changes in Scope of Services:** The Authority may, from time to time, by written order of its Project Manager, make changes within the general scope of this Agreement, in the work and services to be performed by Consultant or in the timing or location of such work and services.

If any change causes an increase in the scope of work, additional cost to Consultant, or time required for the performance of any part of the services under this Agreement, an equitable adjustment shall be made to the time of performance of and the fee payable under this Agreement as may be negotiated with the Authority. Such change shall be made only upon an executed amendment to this Agreement . Prior to

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commencing work on any services which the Consultant considers may constitute additional work the Consultant shall notify the Authority in writing and shall submit written cost estimates for the tasks to be completed to the Authority. No increase in fee or extension of time for performance shall be effective until the price to be paid for the additional services pursuant to the amendment to this Agreement is executed by the parties. Failure to notify the Authority of additional work prior to commencing that work may result in non-payment for that additional work.

If any change results in a decrease in the Scope of Work, Authority shall pay Consultant for any services performed and costs incurred prior to receipt of such change order. Consultant shall not be entitled to any lost profits as a result of such decrease.

**Section 23. Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Authority, and its directors, officers, employees, agents, contractors, subcontractors, lessees, and sublessees from and against all liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses including, but not limited to, fees of attorneys or other professional consultants of the Authority's own choosing, arising out of or resulting from the performance of the Agreement by the Consultant, provided that such liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Consultant, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not such liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses are caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 23. The Consultant shall promptly reimburse the Authority, and its successors and assigns, for any cost, expense, or fees of attorneys or other professional consultants of the Authority's own choosing incurred on account of any such liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses, or incurred in enforcing the terms of the Agreement. The Consultant shall cause this indemnification provision to be included in every Subcontract that it enters into in furtherance of the Work.

The indemnification obligations under this Section 23 are not limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Consultant under workers' compensation acts, disability benefit acts, other employee benefit acts, or under any insurance coverage required or provided in connection with the Project. The indemnification obligations contained herein shall apply only to the extent caused by the negligent acts or omissions of the Consultant, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not such loss, claim, cause of action, damage or liability is caused in whole or in part by a party indemnified hereunder.

**Section 24. Conflict of Interest:** No elected official or employee of Authority shall participate in any decision relating to this Agreement, which affects his or her personal or financial interest. Neither Consultant, its agents nor any other person on behalf of Consultant has paid or agreed to pay directly or indirectly, any person, firm or corporation any money, reward, or valuable consideration for assistance in procuring this Agreement. Except with the Authority's actual knowledge and prior written consent, the Consultant must not engage in any activity, or accept any employment, interest, or contribution that

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would reasonably appear to compromise the Consultant's professional judgment with respect to the Scope of Services.

**Section 25. Insurance:** During the term of this Agreement Consultant, and its Subcontractors, shall keep its operations, facilities and equipment installed by it, or for which it is otherwise legally responsible, fully insured to cover any and all damages or loss which may result from any and all risks or hazards. Failure to obtain such insurance shall not operate to waive Consultant's liability hereunder.

By requiring insurance, the Authority does not represent that coverage and limits will necessarily be adequate to protect Consultant and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to Authority in this Agreement.

Failure of the Authority to demand such certificate or of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

The Consultant must pay all deductibles, or self-insured retentions, or both, contained in the Consultant's policies of insurance required or provided in connection with the Project. All proof of insurance submitted to the Authority shall clearly set forth all exclusions and deductible clauses. The Consultant shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks he assumes under this Agreement and as imposed by law. The Authority reserves the right to review any of the Consultant's financials to verify that the Consultant is able to pay any deductibles.

The Consultant must place the insurance with companies that : (1) are satisfactory to the Authority; (2) hold an A.M. Best Rating of A-, VII, or higher; and, (3) are authorized to conduct business in the State of Ohio. If the insurance company's rating is reduced below an A.M. Best rating of A-, the Consultant shall immediately notify the Authority and, if required, obtain coverage from an alternate source with an acceptable rating.

The Comprehensive General Liability (CGL) insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.)

The Professional Liability (E&O) insurance, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Consultant's services under this Agreement. This coverage shall be maintained for a minimum of three (3) years following completion of this Agreement. This coverage may be written on a "claims made" basis.

If E&O coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly state that fact. In addition to all other coverage requirements, the policy shall provide that: (1) the policy must be in effect as of the date of this Agreement and the retroactive date shall be no later than the date of this Agreement; (2) if any policy is not renewed or the retroactive date of such policy is to be changed, the Consultant shall obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. The extended reporting provision shall be of at least three (3) years;

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(3) no prior acts exclusion to which coverage is subject that predated the date of this Agreement; (4) policy allows for reporting of circumstances or incidents that might give rise to future claims.

See Exhibit G for insurance minimum coverage.

Columbus Regional Airport Authority shall be included as an additional insured with respect to liability coverage, except for professional liability (errors and omissions) and workers' compensation, under the CGL, using ISO additional insured endorsements CG 20 10 11 85, or CG 20 10 10 01 and CG 20 37 10 01, or their equivalent. The endorsement shall include coverage for the Authority with respect to liability arising out of the completed operations of Consultant and its Subcontractors, and shall provide that it is not cancelable against Authority because of any act or neglect of Consultant, and shall further provide that Authority shall be given at least thirty (30) days advance written notice by the policy's Insurance Carrier of a contemplated material change in such policy, cancellation, or non-renewal thereof. Additional insured coverage as required in this subparagraph shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs which cover the Authority.

Each such insurance policy shall include a waiver of the Insurance Consultant's right of subrogation against Authority which may arise by reason of any payment under the policy. This statement shall also appear on the insurance certificate.

Consultant shall solely bear the burden of acquiring such insurance and of maintaining such insurance in full effect during the term of this Agreement. Prior to the execution of this Agreement, Consultant shall furnish to Authority written evidence from the insurer that the required insurance is in effect and that it complies with the requirements of this clause. Consultant shall not allow or permit any agent, independent Consultant or subcontractor to commence work on Authority premises until the evidence of insurance required has been received by Authority. Whenever the Consultant submits a certificate concerning the required coverage, the Consultant must also submit copies of the below-required endorsements to its insurance policies. Additionally, the following statements must appear on the face of the certificates:

"Columbus Regional Airport Authority, Port Columbus International Airport, Rickenbacker International Airport, and Bolton Field, its officials, employees, agents and representatives are additional insureds on the General Liability and Commercial Automobile policies."

The certificate must be an original, must be signed by an authorized representative of the insurance companies and list all insurance companies providing coverage. All insurance certificate(s) shall be updated as required to show continued compliance by the Consultant of the provisions. All insurance certificates and notices shall be mailed by the Consultant to the Authority contact as provided herein.

**Section 26. Dispute Resolution:** In the event of a dispute arising out of this Agreement, the parties agree to initially attempt to resolve any dispute through good-faith negotiation between the parties. If after at least 45 days of good-faith efforts to resolve a dispute through negotiation, the parties are unable to resolve the dispute, either party may commence mediation.

- a. **Mediation.** Any dispute arising out of or related to the Agreement that can not be resolved through good-faith negotiation as provided above is subject to mediation as provided in

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this **Paragraph 26(a)** as a condition precedent to the commencement of a legal proceeding by either party. The provisions of this **Paragraph 26(a)** shall survive the termination of the Contract. Mediation shall be commenced upon one party's delivery to the other party of a written request for mediation. The request for mediation, however, shall not be made until after the expiration of 45 days after the initiation of good-faith negotiations. The mediation shall proceed as expeditiously as possible and be concluded in any event within 120 days after the delivery of the request for mediation. If the mediation is not concluded within such period, then the parties shall no longer be bound thereby unless they agree to extend the period. The mediation shall otherwise be in accordance with procedures mutually agreed upon by the Authority, the Consultant, and the mediator(s).

b. **Litigation.** Any Claim arising out of or related to the Agreement shall, after compliance with **Paragraph 26(a)**, be subject to litigation. Except with the Authority's written consent, no litigation arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, any parties other than the Authority and the Consultant. The Authority's consent to joinder must contain a specific reference to this **Paragraph 26(b)**, and shall not be construed as consent to litigation involving any entity or claim not described therein. A legal proceeding relating to a dispute shall be commenced within a reasonable time after compliance with **Paragraph 26(a)**, but in no event shall such legal proceeding be commenced after the date when the institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. All applicable statutes of limitation and/or repose shall be deemed tolled and suspended from the date on which the claim is initiated for good-faith negotiation through 30 days after the conclusion of the mediation as provided in **Paragraph 26(a)**. The provisions of this **Paragraph 26(b)** shall survive termination of the Contract.

**Section 27. Assignment:** This Agreement may not be delegated or assigned by Consultant without Authority's consent and any delegation of duties or assignment of rights by Consultant is void unless Consultant has obtained the prior written consent of Authority which consent may be withheld. Notwithstanding the foregoing, each contract that the Consultant enters into with a Sub-Consultant is assigned by the Consultant to the Authority provided that the assignment is effective only if this Agreement has been terminated by the Authority and only for those contracts which the Authority accepts by notifying the Sub-Consultant in writing.

**Section 28. No Assurances:** Consultant acknowledges that, by entering into this Agreement, Authority is not making any guaranty or other assurance as to the extent, if any, that Authority will utilize Consultant's services.

**Section 29. Captions:** The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement and are in no way to be construed as a part of this Agreement.

**Section 30. Incorporation of Regulations:** Consultant acknowledges and agrees that the services to be performed under this Agreement are subject to all applicable federal, state and local statutes, rules, regulations and assurances including all such statutes, rules, regulations and assurances which may be prerequisite to or a condition of the Authority receiving any federal or state grant or loan or other governmental assistance. Consultant shall perform the services in compliance with such requirement

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including without limitation all applicable FAA requirements including those requirements, which may be attached as additional exhibits to this Agreement.

**Section 31. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and venue shall be brought and held only in the Common Pleas Court of Franklin County, Ohio. The Consultant and the Authority consent to the exclusive jurisdiction of and venue in that court.

**Section 32. Consultant Performance Evaluation:** The Authority will evaluate the Consultant's contract performance according to the criteria enumerated on the Consultant Performance Evaluation Form (attached to this Agreement). The Authority will use the evaluation scores in assessing the Consultant's past performance when the Consultant submits statements of qualifications for future Authority projects.

**Section 33. No Personal Liability:** No director, officer or employee of the Authority shall be charged personally or held contractually liable by or to the Consultant under any term or provision of this Agreement or because of any event thereof or because of their execution or approval of this Agreement.

**Section 34. Waiver:** The failure of either party at any time to enforce any right or remedy available to it with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

**Section 35. Severability:** If any provision of this Agreement is held to be illegal, invalid or inoperable, such provision shall not affect the remainder thereof or any other provision.

**Section 36. Warrant of Authority:** The parties certify that the persons executing this Agreement on their behalf are fully authorized to do so.

**Section 37. Entire Agreement:** This Agreement, together with all Schedules, Attachments and Exhibits contained herein, constitutes the entire Agreement between the parties in respect to its subject matter and supersedes all prior and contemporaneous agreements between the parties in connection with the same subject matter.

**Section 38. Accounting Records:** During the term of this Agreement including any renewal or extension hereof, and for a period of three (3) years thereafter, or for such longer period of time as may be required by applicable FAA regulations and negotiated with Consultant the Authority or a representative of the Authority shall have the right, within two (2) weeks written notice to Consultant, to inspect and audit all of its' books of account, records, and other documents, pertaining to payments made or to be made pursuant to this Agreement and Consultant shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided, that all such inspections and audits shall be conducted during regular business hours. These records will be open to inspection and subject to audit and/or reproduction by the Authority or its representative within ten (10) workings days of written notice by the Authority. There will be an administrative fee of \$100.00 per day, per requested item for records not received within the initial ten (10) working day period. Consultant shall provide adequate work space and access to office equipment (copier and fax machines) at no charge if such inspections are required at the Consultant's office. The Consultant shall allow the Authority or their

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representative to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Books of account and records as referred to in this Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, financial statements, general ledgers, job cost reports, accounts payable, accounts receivable, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, subcontract files, commitments, arrangements, notes, daily diaries, project manager reports, drawings, receipts, vouchers and memoranda, written policies, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, change order files, back charge logs and supporting documentation, trade discounts, insurance rebates and any and all other agreements or documents that may in the Authority's judgment have a bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to inspection shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records shall be made available in hard copy as well as electronically (computer readable data) when available.

The Consultant shall require all payees (examples include, but are not limited to, Sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this Section by insertion of these requirements in any contract between Consultant and payee. Such requirements to include flow-down right of audit provision in contracts with payees will also apply to Sub-consultants, sub-Sub-consultants, material suppliers, etc. Consultant will cooperate fully and will cause all related parties and all of Consultant's Sub-consultants (including those entering into lump sum subcontracts) to cooperate fully in furnishing or making available to the Authority all required records. Consultant shall be held responsible for any financial impacts relating to payees who do not comply with this Section.

If an audit inspection in accordance with this Section discloses overpricing or overcharges (of any nature) by the Consultant to the Authority in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the Authority's Audit department shall be reimbursed to the Authority by the Consultant and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Consultant within a reasonable amount of time (not to exceed 45 days) from presentation of Authority's findings to Consultant.

**Section 39. CAD Standards:** The Authority has two separate information management needs: 1) record drawings management, and 2) geographic information system management. Two separate standards have been specified in order to define the electronic deliverable requirements of these items.

Consultant shall create all drawings in accordance with Authority's AutoCAD Drawing Standards Manual, dated December 2004. All drawings must be created using AutoDesk's AutoCAD software, release 2000 or higher, as defined by the Authority's CAD standards.

Consultants submitting database related information shall comply with the Authority's Geographical Information System (GIS) Standards, dated October 2004. All database files must be created in Access or in compatible software capable of importing data into Microsoft Access.

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Specific detailed submittal requirements are defined in each standard. To obtain a copy of the Authority Standards and for all questions related to them, please contact the Authority GIS Supervisor at 614-239-5041.

**Section 40. Sustainable Design and Stormwater Management:** Except as otherwise agreed to in writing by the Authority’s Project Manager, Consultant shall incorporate the applicable portions of the “CRAA Capital Program Sustainable Design Guidance Manual” and the “Stormwater Management for Construction Manual” into the plans and specifications for the project(s) designed as part of this Agreement. The Sustainable Design Guidance Manual is located on the ColumbusAirports.com website at: <http://www.columbusairports.com/construction/new/CRAA-Capital-Program-Guidance-Manual.pdf>. The Stormwater Management for Construction Manual is located on the ColumbusAirports.com website at: <http://www.columbusairports.com/construction/Storm%20Water%20Management%20for%20Construction%20Manual.pdf>.

**Section 41. License:** Consultants must comply with the statutory requirements of the State of Ohio relative to the licensing of corporations organized under the laws of any other state or country and other pertinent requirements for doing business in Ohio. Before an agreement will be awarded to a non-resident foreign corporation or a person or partnership of the State of Ohio, such non-resident foreign corporation, person or partnership shall provide the Authority with a copy of its “Original Appointment of Agent” as filed with the Ohio Secretary of State.

**IN WITNESS WHEREOF,** Consultant and Authority each caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the day and year first above written.

[Consultant's Name]

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

COLUMBUS REGIONAL AIRPORT AUTHORITY

\_\_\_\_\_  
Elaine Roberts, A.A.E.  
President & CEO

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CONSULTANT: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

**FISCAL OFFICER'S CERTIFICATE**

I hereby certify that the amount WRITE IN WORDS (\$\_\_\_\_\_) required to meet the contract, agreement, obligation or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the General Fund free from any obligation or certification now outstanding.

\_\_\_\_\_  
John E. Byrum  
Vice President/Chief Financial Officer  
Columbus Regional Airport Authority

\_\_\_\_\_  
Date

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## EXHIBIT A: REIMBURSEMENT POLICY

### COLUMBUS REGIONAL AIRPORT AUTHORITY

This policy establishes baseline requirements for reimbursement for project costs other than direct labor. This Policy applies to professional consultants, hereinafter referred to as "Consultant," to the Columbus Regional Airport Authority, hereinafter referred to as "Authority." These requirements shall only be modified by special conditions noted in the contract or agreement, or by a written amendment to the contract or agreement with the approval of both parties.

In general, all reimbursement requests shall come from the consulting firm and not directly from the Consultant's employees. All requests require complete and proper documentation and shall be necessary for the completion of the project. For other direct costs, Consultant shall be reimbursed only for actual costs incurred; no markup of any type or amount shall be approved or paid by the Authority. As the Authority reserves the right to review and/or disallow any expenses, it is in the Consultant's best interest to obtain written Authority approval before incurring any cost, which may be questionable.

At the project's onset, the Consultant shall be required to stipulate those employees who will be assigned to an Authority project and the length of each employee's assignment to the project. All approved expenses will be paid by the Authority in accordance with the established agreement/contract and not directly to the Consultant's employees.

Without exception, expenses, which include reimbursement for the costs of meals or any other gratuity for employees of the Authority, shall be disallowed.

#### Definitions

**Daily Commuter:** A Consultant's employee who travels one-hundred (100) miles or less roundtrip from the Consultant's operating office or residence (whichever is less) to the project site, and is not required to stay overnight. Where the employee is considered to be a "daily commuter" by the Authority, the Consultant shall not be reimbursed for any expenses.

**Day Traveler:** A Consultant's employee who travels more than one-hundred (100) miles roundtrip from the Consultant's operating office or residence (whichever is less) to the project site, and is not required to stay overnight. Where the employee is considered to be a "day traveler" by the Authority, the Consultant shall be reimbursed for mileage at the standard IRS rate, not to exceed \$154 per day.

**Overnight Traveler:** A Consultant's employee who travels more than one hundred (100) miles roundtrip from the Consultant's operating office or residence (whichever is less) and is required to stay overnight on the Authority's behalf. Where the employee is considered to be an "overnight traveler" by the Authority, the following reimbursement shall apply:

1. The daily-allowed per diem rate shall be \$154 per day, as outlined in the IRS Publication 1542 "Per Diem Rates," which is established for the county of the location and includes the cost of lodging, meals, and incidental expenses. See also #5 in this section.
2. The Consultant's employee shall be reimbursed for mileage at the standard IRS rate, for the first trip to the Authority and the last trip from the Authority, not to exceed the cost of Air Transportation as specified below.
3. The Authority shall determine at what point it becomes more cost-effective to provide temporary housing in the form of an apartment rather than a hotel.

The following charges shall be allowable as lodging costs when Consultant's employee is provided an apartment as lodging for long-term temporary assignments: apartment rental; cost of connection, use, and disconnection of utilities; and cable TV.

4. The Authority shall retain the option to determine at what point the Authority's needs are better served by relocating the employee to Central Ohio.

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5. Per Diem Rates for other states and non-United States Travel This section establishes baseline per diem rate policy for travel costs that are subject to the Authority's Exhibit A Consultant Reimbursement Policy when project requirements require travel outside of Ohio or outside of the United States.

- a) The daily-allowed **per diem rate** for travel in other countries shall be in accordance with the current U.S. Department of State per diem guidelines for the country of the location and including the cost of lodging, meals, and incidental expenses. The URL for the rate information is: [http://aoprals.state.gov/web920/per\\_diem\\_action.asp?MenuHide=1&CountryCode=0000](http://aoprals.state.gov/web920/per_diem_action.asp?MenuHide=1&CountryCode=0000).
- b) The daily-allowed **per diem rate**, for travel in states other than Ohio, shall be in accordance with the current GSA per diem guidelines for the city of the location and including the cost of lodging, meals, and incidental expenses. The URL for the rate information is: at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

### **Air Transportation**

In the event that the Consultant's employee does not choose to drive to the Authority (per "Overnight Traveler" #2; air transportation shall include Consultant employee's first trip to the Authority project location to begin the project, last trip back to Consultant's operating office or personal residence at the completion of the project, or travel on behalf of the Authority outside of central Ohio.

- 1. Travel plans shall be filed with the Authority Project Manager as far in advance (but at least 24 hours) as possible. Plans shall specify purpose of travel, personnel involved, and proposed deviations from this reimbursement policy, if any. The Authority reserves the right to disallow any travel, which it deems unnecessary for completion of the project. Exceptions to this policy shall be considered on a case-by-case basis.
- 2. Reimbursable air transportation for out-of-state travel shall be provided by commercial airlines, coach seating, and shall be receipted. If possible, advantage should be taken of special rates or discounts and flights should be scheduled as far in advance as possible. The Authority shall reimburse the expense of one checked bag, if applicable. The Authority shall not reimburse expenses for upgrades within coach seating areas.
- 3. Transferable premiums or discounts with cash value, if any, are to become the property of the Authority.
- 4. The Authority shall reimburse Consultant for documented airfare penalty or cancellation charges incurred by Consultant's employee if the Authority alters the work schedule after an airline ticket commitment has been made and filed with the Authority Project Manager. Penalties and/or cancellation charges incurred through no fault of the Authority shall not be reimbursed.
- 5. Consultant employees are personally liable for any charges assessed for unused travel reservations that are not released within the time limits specified.

### **Lease/Purchase of Capital Equipment and Other Non-consumable Items**

**Capital Item Definition:** A capital item costs more than \$1,000.00 and/or has a useful life of one (1) year or more.

- 1. All contracts involving capital purchases shall stipulate that ownership of all items purchased shall be retained by the Authority.
- 2. The Consultant shall provide specifications for the rental, lease, or purchase of capital item(s) to the Authority Project Manager who shall review them for reasonableness and appropriateness. The Authority Project Manager shall forward the specifications to the Authority's Office of Contract and Procurement Administration (OCP), which shall solicit bids. OCP shall provide all bids that meet the approved specifications to the Consultant. The Consultant shall then rent/lease/purchase the item(s) from the lowest bidder, unless the Consultant can provide to the Office of Contract and Procurement Administration an acceptable justification for obtaining the item(s) from another bidder. Any deviation from this procedure requires prior written approval from the Office of Contract and Procurement Administration; otherwise, the Authority reserves the right to disallow reimbursement for capital items.

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3. All data processing equipment shall be approved by the Authority's Technologies Department and Office of Contract and Procurement Administration prior to purchase or lease.
  4. Before any vehicle or other major equipment items can be rented, leased, or purchased, the Consultant shall provide to the Authority adequate justification of need, including which employee(s) will have use of the equipment and how long the equipment shall be needed. The Authority reserves the right to determine whether the vehicle or equipment suits the needs of the project and the Authority.
  5. Vehicles shall only be provided for the project if other means of on-the-job transportation cannot be provided by the Consultant or the Authority. Whenever practical, the Consultant shall be required to provide his own vehicles. Vehicles that are used for travel on the job site shall be reimbursed a daily per diem (to cover fuel only) of \$7.50 per day, per vehicle, whether rented or owned, for non-commuting job site travel. For environmental purposes, the Consultant is encouraged to car pool when practical. If an Authority owned vehicle is provided, no reimbursement shall be allowed. If approved, rental vehicles shall be reimbursed as other direct costs. The Authority shall not be responsible for insurance on rental vehicles.
  6. The Consultant shall be required to maintain a current detailed inventory of all items purchased with Authority funds. This inventory list (in its entirety) will be provided with each invoice. At the termination of the contract or agreement, the Consultant shall be required to repair or replace any equipment prior to transfer to the Authority, normal wear and tear excepted.

**Maintenance of Office Space**

1. The Authority shall not consider any cost associated with the establishment of a place of business in Columbus, Ohio as reasonable expenses. The Consultant shall be responsible for his own local office facilities, including rent, office furnishings, and other costs not directly related to the Authority's project.
2. The Authority shall reimburse for the reasonable costs of maintaining a project management office at the project site. Furnishings shall be purchased as previously outlined.

**Miscellaneous Items**

1. The Authority reserves the right to question any item submitted for payment and may reduce, modify or refuse to pay any item, which is deemed unreasonable, unnecessary for the completion of the project, or incompatible with Authority reimbursement policies.
2. The Authority shall not reimburse for the following:
 

personal phone calls	clothing
coffee service/bottled water	gifts, gratuities and favors for Authority employees
finest and penalties	gifts or favors for non-Authority personnel
first class airfare	donations
entertainment expenses including movies	damaged personal possessions
alcoholic beverages	losses due to theft during travel
barber/hairstylist, manicures, massages, etc.	laundry

The Authority is exempt from taxation. The Authority shall not reimburse for any taxes paid by Consultant for any of the expenses heretofore identified as a reimbursable expense. To be exempt from taxation on goods and services heretofore identified as reimbursable, Consultant must submit to each vendor or service provider a tax-exempt form with the Authority's tax-exempt ID number. Under no circumstances shall Consultant be reimbursed for taxes incurred on goods and services for which no tax-exempt form was submitted to the vendor or service provider.

The Authority's Tax ID number is: 31-1335829  
 Please contact the Authority's Accounts Payable section at (614) 239-3174 to obtain the proper form.

**Consultant Reimbursement Form** Consultant shall complete this form for travel reimbursement requests.  
All currency rates on this form are expressed in United States Dollars (USD)

Project	Date
Consultant	Employee

**Day Traveler:** An assignment in which the Consultant is more than one-hundred (100) miles roundtrip from the Consultant’s operating office.

Date	Mileage* (Not to exceed \$154 per day)	Total for Day

**Overnight Traveler** An assignment in which the Consultant is more than one hundred (100) miles roundtrip from the consultant’s operating office and is required to stay overnight on the Authority’s behalf.

Date	Mileage*	Lodging/Meals Daily per diem of \$154 per	Total for Day
		\$154.00	
		\$154.00	
		\$154.00	
		\$154.00	
		\$154.00	

**Travel: Air Transportation, Ground Transportation, or Mileage for travel on behalf of the Authority**

Date	Airfare or Ground Transportation	Mileage*	Total

**Job Site Travel**-\$7.50 per vehicle per day

Date	Number of Vehicles	Per Vehicle Charge	Total for Day
		\$7.50	
		\$7.50	
		\$7.50	
		\$7.50	
		\$7.50	

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
CRAA Project Manager

\*For mileage reimbursement, a MapQuest sheet detailing total miles traveled between locations must be attached.

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**SCHEDULE A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**COLUMBUS REGIONAL AIRPORT AUTHORITY**

1. Consultant's Name  
and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

2. Type of Entity: \_\_\_\_\_

Organized under the laws of the State of \_\_\_\_\_

Qualified to do business in the State of Ohio: Yes  No

3. Federal I.D. No.: \_\_\_\_\_

4. Description of Services: Please provide brief description below. For specific scope, reference attached Agreement Scope of Services attached to this Schedule A as Attachment B, which is by reference is incorporated into and made a part of this agreement. \_\_\_\_\_

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

5. Consultant's employees:

Name	Job Description	Special Qualifications
------	-----------------	------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Project Manager:

Consultant: \_\_\_\_\_

Authority: \_\_\_\_\_

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7. Compensation in accordance with the CHRD:

Lump Sum of \$ \_\_\_\_\_

Hourly basis not to exceed basis (based on Attachment A: Consultant Rate Determination Worksheet)

**Maximum compensation** payable under this Agreement including reimbursable expenses:  
\$ \_\_\_\_\_.

8. Term:

Commencing:

Upon execution of this Agreement

\_\_\_\_\_

Ending: \_\_\_\_\_

9. Schedule and Time of Performance:

Services will be performed on an as needed basis as directed by the Authority's Project Manager

Scheduled as follows: \_\_\_\_\_

10. Invoicing and Payment:

Consultant shall provide invoices:

once per month

upon completion of the project

\_\_\_\_\_

11. Equipment and Supplies provided by Authority: \_\_\_\_\_

\_\_\_\_\_

12. DBE Participation: \_\_\_\_\_

13. Reimbursable Expenses:

All reasonable and necessary out-of-pocket project expenses which may include, but not be limited to, travel, parking, food and lodging, rental cars, and postage.

\_\_\_\_\_

14. Special Provisions: \_\_\_\_\_

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\_\_\_\_\_  
Consultant's Name

Columbus Regional Airport Authority

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Elaine Roberts, A.A.E.  
President & CEO

DATE \_\_\_\_\_

DATE \_\_\_\_\_

ATTACHMENT A: CONSULTANT HOURLY WAGE RATE DETERMINATION

<Audit Services Department approved Wages would be listed here>

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## **Instructions for Adjustments in the approved Wage Rate Determination:**

### **Adding employees to an approved WRD:**

To add employees to the approved WRD, during the contract, the Consultant shall submit the following information to the CRAA Project Manager::

- Employee's full name
- Position
- Hourly rate requested
- Are they paid hourly or salary
- Two recent detailed payroll registers

The Authority's Audit Services Department shall make the appropriate additions to the WRD and send a new, approved WRD to the Consultant.

### **Requesting a rate increase to an approved WRD**

No less twelve (12) months following the date the Authority received the original WRD, the Consultant may request an increase to the actual hourly wage rates in the approved WRD. This change applies only to the actual hourly rate. The overhead and profit percentages remain the same throughout the contract.

The Consultant may request an increase by submitting the following proper documentation to the CRAA Project Manager:

#### **A. WRD – Hourly Rate (WRD & Payroll reports)**

- 1) WRD form - The prime Proposer and related subconsultants shall complete the electronic (Excel) Consultant Hourly Wage Rate Determination (WRD) worksheet in its entirety, supplying:
  - a) Name of each employee (no subconsultants) planned to work on the project
  - b) Job classification
  - c) Hourly or salaried
  - d) Current hourly base rate of pay. This is the raw wage rate (no fringes, burden, etc.).
    - i) The Authority considers a raw (base) rate of pay greater than \$100/hour excessive and limits the raw rate accordingly.
  - e) The overhead rate agreed to for the project
  - f) The profit rate agreed to for the project
- 2) Payroll registers - Current, detailed payroll registers covering the last two payperiods that support the current hourly base rate of pay. The payroll registers should show, at a minimum:
  - a) Each employee planned to work on the job
  - b) Actual hourly rate of pay (or enough information to easily calculate an hourly rate, such as annual salary)
  - c) Hours worked
  - d) Payroll deductions
  - e) All other information typically stated on a payroll register.
  - f) Registers must be actual payroll registers. Certifications by officers, Excel spreadsheets listing employees and pay rates, etc. cannot be accepted.

If approved by the Authority, actual hourly rates may be adjusted by the lesser of the following:

- 
- i) The actual wage rate increase paid to the employee; or
  - ii) The average percentage rate change in the Consumer Price Index all Urban Consumers (CPI-U)

The Authority's Audit Services Department shall make the appropriate adjustments to the WRD and send a new, approved WRD to the Consultant.

### **Requesting a rate decrease to an approved WRD**

Any time that the consultant decreases rates paid to its employees, the consultant shall request a decrease to their approved WRD. The change would apply only to the actual hourly wage rate. The overhead and profit percentages remain the same throughout the contract. Consultant shall submit (within 30 calendar days of the payroll decrease) the following proper documentation to the CRAA Project Manager:

#### **A. WRD – Hourly Rate (WRD & Payroll reports)**

- 1) WRD form - The prime Proposer and related subconsultants shall complete the electronic (Excel) Consultant Hourly Wage Rate Determination (WRD) worksheet in its entirety, supplying:
  - a) Name of each employee (no subconsultants) planned to work on the project
  - b) Job classification
  - c) Hourly or salaried
  - d) Current hourly base rate of pay. This is the raw wage rate (no fringes, burden, etc.).
    - i) The Authority considers a raw (base) rate of pay greater than \$100/hour excessive and limits the raw rate accordingly.
  - e) The overhead rate agreed to for the project
  - f) The profit rate agreed to for the project
  
- 2) Payroll registers - Current, detailed payroll registers covering the last two payperiods that support the current hourly base rate of pay. The payroll registers should show, at a minimum:
  - a) Each employee planned to work on the job
  - b) Actual hourly rate of pay (or enough information to easily calculate an hourly rate, such as annual salary)
  - c) Hours worked
  - d) Payroll deductions
  - e) All other information typically stated on a payroll register.
  - f) Registers must be actual payroll registers. Certifications by officers, Excel spreadsheets listing employees and pay rates, etc. cannot be accepted.
    - Note that the two (2) payroll (p/r) registers should be submitted as follows:
      - The p/r register covering the pay period immediately before the decrease
      - The p/r register covering the first pay period of the decrease

The Authority's Audit Services Department shall make the appropriate adjustments to the WRD and send a new, approved WRD to the Consultant. The WRD shall become effective once an amendment to Schedule A. Attachment A. is executed by both parties. The Amendment would remain in effect no less than twelve (12) months after the Amendment is executed by both parties.

---

**SCHEDULE B: DBE INVOICE DISBURSEMENT FORM**

**COLUMBUS REGIONAL AIRPORT AUTHORITY**

This form shall be completed in its entirety and submitted with each invoice. In the event no DBE work has been invoiced for invoicing period, this form should still be completed indicating such.

Project Name and Contract Number: \_\_\_\_\_

Prime Consultant Firm Name: \_\_\_\_\_

Consultant's Invoice Number \_\_\_\_\_ Invoicing Period: \_\_\_\_\_

---

Total Amount Invoiced This Period (prime and subs)                      \$ \_\_\_\_\_

Total Paid to Date (prime and subs)    \$ \_\_\_\_\_

<u>DBE Subcontractor/Subconsultant</u>	<u>Amount This Period</u>	<u>Amount Paid to Date</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTALS:	\$ _____	\$ _____

---

**Prime Consultant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Note: List **all** DBE Subcontractors/Subconsultants and, if no payment is made, indicate \$0 paid.

---

**SCHEDULE C: CONSULTANT'S INVOICE CHECKLIST**

**COLUMBUS REGIONAL AIRPORT AUTHORITY**

This form shall be submitted with each invoice sent in for payment on consultant contracts for the Columbus Airport Authority.

Capital Project No. \_\_\_\_\_ Project Title \_\_\_\_\_

Consultant's Invoice # \_\_\_\_\_ Contract/Service Order # \_\_\_\_\_ Invoice Date \_\_\_\_\_

Reviewed by \_\_\_\_\_ Today's Date \_\_\_\_\_

Please check each item below as you review the invoice.

- \_\_\_\_\_ The total amounts of the contract and amendments, as indicated on the invoice, correspond to the amounts shown on the original contract and the amendment agreements.
- \_\_\_\_\_ The Sub-Consultant invoiced amounts are within the amounts authorized to date.
- \_\_\_\_\_ Hourly rates as charged in the invoice are as shown in the contract.
- \_\_\_\_\_ For cost plus fixed fee contracts, the fixed (net) percentage fee being charged is proportional to the percentage of the contract being invoiced.
- \_\_\_\_\_ The percentage of the contract being invoiced is equal to the percentage of work completed, and does not exceed established limits for payments for work completed.
- \_\_\_\_\_ The hours and invoiced amounts are shown as corresponding to an authorized work task.
- \_\_\_\_\_ A progress report and updated schedule are included with the invoice.
- \_\_\_\_\_ The math on the invoice has been checked and is accurate.
- \_\_\_\_\_ A statement as to sufficient funds remain in the contract to perform the remainder of the work as scoped has been included.
- \_\_\_\_\_ Cost plus fixed fee contracts: All appropriate time sheets have been submitted with the invoice.
- \_\_\_\_\_ Sales tax has not been charged on reimbursable items.
- \_\_\_\_\_ The amount charged for mileage reimbursement is no more than the federal limit.
- \_\_\_\_\_ Amount invoiced to-date, amount remaining in the contract, and total amount of the contract is listed on the invoice.
- \_\_\_\_\_ Receipts for all reimbursable expenses have been submitted with the invoice.
- \_\_\_\_\_ DBE Invoice Disbursement Form has been filled out and submitted with the invoice.

---

**SCHEDULE D: CONSULTANT PERFORMANCE EVALUATION**  
**COLUMBUS REGIONAL AIRPORT AUTHORITY**

1. Name of Consultant: \_\_\_\_\_ DBE?  Yes  No
2. Name of Primary Contact for Consultant: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_
4. Address: \_\_\_\_\_
5. Name of Project: \_\_\_\_\_
6. Capital Project Number: \_\_\_\_\_ 7. Contract Number: \_\_\_\_\_
- 8a. Type of Project:
- |                                |                          |                             |                          |
|--------------------------------|--------------------------|-----------------------------|--------------------------|
| Design                         | <input type="checkbox"/> | b: This Evaluation for:     | <input type="checkbox"/> |
| Study                          | <input type="checkbox"/> | Design phase only           | <input type="checkbox"/> |
| Construction Admin./Inspection | <input type="checkbox"/> | Construction phase only     | <input type="checkbox"/> |
| Construction Management        | <input type="checkbox"/> | Design & Construction phase | <input type="checkbox"/> |
| General Services               | <input type="checkbox"/> |                             |                          |
- c. Is this Consultant a Sub-Consultant on this project?  Yes  No
- d. If "yes" to 8c., who was the prime consultant? \_\_\_\_\_
- e. What percentage of the prime contract did this Sub-Consultant have? \_\_\_\_\_
9. Description of project: \_\_\_\_\_
10. Contract Start Date: \_\_\_\_\_ 11. Contract End Date: \_\_\_\_\_
12. Original Contract Amount: \_\_\_\_\_
13. Final Contract Amount (with all amendments): \_\_\_\_\_
14. Total Percentage of DBE Participation (including all amendments): \_\_\_\_\_
15. Authority Division Coordinating this Work: \_\_\_\_\_
16. Comments related to performance elements: \_\_\_\_\_
17. What are the good qualities/strengths of the Consultant (specific to this project): \_\_\_\_\_  
\_\_\_\_\_
18. What are the weaknesses/deficiencies of the Consultant (specific to this project): \_\_\_\_\_  
\_\_\_\_\_

19. Performance Elements During Design

(1 = poor, 2 = fair, 3 = good, 4 = very good, 5 = excellent, N/A = not applicable)

a)	Timeliness of Tasks	1	2	3	4	5	N/A
	Comments:	_____					
b)	Staff Expertise	1	2	3	4	5	N/A
	Comments:	_____					
c)	Design Approach	1	2	3	4	5	N/A
	Comments:	_____					
d)	Ability to Stay within Established Costs (cost control)	1	2	3	4	5	N/A
	Comments:	_____					
e)	Communication and Cooperation with Authority Reps	1	2	3	4	5	N/A
	Comments:	_____					
f)	Suitability of Design to Meet Intended Purpose at Bid Phase	1	2	3	4	5	N/A
	Comments:	_____					
g)	Suitability of Engineer's Estimate for Bidding	1	2	3	4	5	N/A
	Comments:	_____					
h)	Quality of Work	1	2	3	4	5	N/A
	Comments:	_____					
i)	Coordination with Subconsultants	1	2	3	4	5	N/A
	Comments:	_____					
j)	DBE Participation	1	2	3	4	5	N/A
	Comments:	_____					
k)	Performance During Bid Phase	1	2	3	4	5	N/A
	Comments:	_____					
l)	Other Criteria (specify)_____	1	2	3	4	5	N/A
	Comments:	_____					

20. Performance Elements During Construction

(1 = poor, 2 = fair, 3 = good, 4 = very good, 5 = excellent, N/A = not applicable)

a)	Prompt Responses to RFI's	1	2	3	4	5	N/A
	Comments:	_____					
b)	Shop Drawing Review	1	2	3	4	5	N/A
	Comments:	_____					
c)	Review and Preparation of Change Orders	1	2	3	4	5	N/A
	Comments:	_____					
d)	Timely Completion of Punch List Work	1	2	3	4	5	N/A
	Comments:	_____					
e)	Timely Submittal of Complete As-Built Drawings on Disk	1	2	3	4	5	N/A
	Comments:	_____					
f)	Staff Expertise	1	2	3	4	5	N/A
	Comments:	_____					
g)	Communication and Cooperation with Authority Staff	1	2	3	4	5	N/A
	Comments:	_____					
h)	Coordination with Contractor Work	1	2	3	4	5	N/A
	Comments:	_____					
i)	Control of Disruptions to Airport Operations	1	2	3	4	5	N/A
	Comments:	_____					
j)	Adequacy of Daily Inspection Reports	1	2	3	4	5	N/A
	Comments:	_____					
k)	Progress Meeting Minutes	1	2	3	4	5	N/A
	Comments:	_____					

l) Cost Control 1 2 3 4 5 N/A

Comments: \_\_\_\_\_

m) Performance During Close-Out 1 2 3 4 5 N/A

Comments: \_\_\_\_\_

n) Other Criteria (specify) \_\_\_\_\_ 1 2 3 4 5 N/A

Comments: \_\_\_\_\_

21. Name of Project Manager: \_\_\_\_\_

Signature of Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Senior Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

22. Signature of Division Director: \_\_\_\_\_ Date: \_\_\_\_\_

cc: General File

ND: 4819-9634-9697, v. 5

SCHEDULE E: DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that

he/she is \_\_\_\_\_ of, \_\_\_\_\_,  
(Title) (Company)

successful bidder on the attached Contract with the Columbus Regional Airport Authority for

\_\_\_\_\_,  
(Describe or Identify Contract)

and for the purpose of complying with Section 5719.042 of the Ohio Revised Code, states that at the time the bid for said Contract was submitted, said bidder \_\_\_\_\_ charged

(was) (was not)

with delinquent personal property taxes on the General Tax list of personal property of a county of the State of Ohio, and that the amount of due and unpaid delinquent taxes, penalties and interest thereon is as follows:

<u>Taxes</u>	<u>Penalties &amp; Interest</u>	<u>County</u>
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

\_\_\_\_\_  
(AFFIANT)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SEAL

\_\_\_\_\_  
Notary Public

SCHEDULE F: CONTRACT AFFIDAVIT

(TO BE FILLED IN AND EXECUTED IF THE PERSON SIGNING THE CONTRACT IS ANYONE OTHER THAN THE PRESIDENT OF THE CORPORATION, PARTNERSHIP OR COMPANY)

COUNTY OF \_\_\_\_\_)

STATE OF \_\_\_\_\_)

\_\_\_\_\_, Being first duly sworn, deposes and says that he is  
(AFFIANT)

\_\_\_\_\_ of \_\_\_\_\_,  
(TITLE) (COMPANY)

a corporation, company or partnership organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and having its principal offices at

\_\_\_\_\_  
(STREET AND NUMBER) (CITY)

\_\_\_\_\_. Affiant further says that he/she is  
(COUNTY) (STATE)

familiar with the records, minute books and by-laws of \_\_\_\_\_  
(COMPANY)

Affiant further says that \_\_\_\_\_ is  
(NAME-OTHER THAN AFFIANT)

\_\_\_\_\_, of the Corporation, Company or Partnership is duly authorized to  
sign the CONTRACT for \_\_\_\_\_, for said Corporation,  
Company or Partnership by virtue of \_\_\_\_\_

(State whether a provision of by-laws or a Resolution of the Board of Directors, Partnership Agreement or Agency.)

(If by Resolution, give date of adoption)

\_\_\_\_\_  
(AFFIANT)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SEAL

\_\_\_\_\_  
Notary Public

**SCHEDULE G: INSURANCE MINIMUM COVERAGE**

For this project insurance minimum coverage shall include limits for work within the AOA fence OR non AOA work.

<b>REQUIRED COVERAGE TYPE</b>	<b>MINIMUM COVERAGE LIMITS – NON AOA Work</b>	<b>MINIMUM COVERAGE LIMITS – Work within AOA Fence</b>
Comprehensive General Liability (CGL)	\$5,000,000 per occurrence. Consultant and its Subcontractors must each maintain CGL coverage. CGL insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage.	\$10,000,000 per occurrence. Consultant and its Subcontractors must each maintain CGL coverage. CGL insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage.
Worker’s Compensation	Consultant and its Subcontractors must each maintain workers compensation coverage meeting the statutory requirements of the State of Ohio.	Consultant and its Subcontractors must each maintain workers compensation coverage meeting the statutory requirements of the State of Ohio.
Employer’s Liability	\$1,000,000 per occurrence. Consultant and its Subcontractors must each maintain Employer’s Liability coverage. The policy must include intentional tort coverage, an “Ohio Stop Gap” endorsement, and a waiver of subrogation in favor of the Authority.	\$1,000,000 per occurrence. Consultant and its Subcontractors must each maintain Employer’s Liability coverage. The policy must include intentional tort coverage, an “Ohio Stop Gap” endorsement, and a waiver of subrogation in favor of the Authority.
Automobile Liability	\$1,000,000 combined single limit on owned, non-owned, and hired autos	\$10,000,000 combined single limit on owned, non-owned, and hired autos
Professional Liability (Errors & Omissions)	\$ 5,000,000 per occurrence	\$ 5,000,000 per occurrence
Contractors Pollution Liability Insurance	As required by Authority and the Project, Consultant shall obtain contractor’s pollution liability coverage for environmentally sensitive or hazardous types of work - \$5,000,000 or NOT REQUIRED	As required by Authority and the Project, Consultant shall obtain contractor’s pollution liability coverage for environmentally sensitive or hazardous types of work - \$5,000,000 or NOT REQUIRED

**TO BE COMPLETED IF COMPANY HAS NEVER DONE BUSINESS WITH THE  
COLUMBUS REGIONAL AIRPORT AUTHORITY**

**Columbus Regional Airport Authority Vendor Setup Form**

New Vendor  OR Vendor Change

**Section 1. To be completed by CRAA Requestor** (See routing schedule below)

***This form must be filled in completely, otherwise it will be subject to denial***

<b>Vendor Name:</b> _____	<b>Remit To Address:</b> (Mailing address for payments in Navision) _____
Local/Other Address _____	Street Address/PO _____
City, State, Zip _____	City, State, Zip _____
Phone # _____	Phone # _____
Fax# _____	Fax # _____
E-Mail Address _____	E-Mail Address _____
Contact Name _____	Principal Name _____
Type of Business _____	<b>( Check One):</b>
Years in business _____	Sole Proprietor <input type="checkbox"/>
Number of employees _____	Partnership <input type="checkbox"/>
Estimated Usage per year \$ _____	Corporation <input type="checkbox"/>
Are you a certified DBE- Yes <input type="checkbox"/>	Other <input type="checkbox"/>
(Disadvantaged Business No <input type="checkbox"/>	
Enterprise)? _____	<b>*CRAA Requestor/Division</b> _____
<i>(If yes, is certification letter attached?)</i>	

**For Internal Use Only**

**Section 2. To be completed by the CRAA's Office of Diversity & Procurement (ODP)**

PV Number in Navision _____	Requestor/Dept _____	Date Received _____
Type of Referencing <input type="checkbox"/> Industry Leader	Exempt from W-9	Yes No (Circle one)
<i>(Check one)</i> <input type="checkbox"/> Site Visit	<u>Reason for exemption:</u>	
<input type="checkbox"/> Third Party Reference-BBB	Damage claim _____	
<input type="checkbox"/> Internet Research-WEB	Employee Award _____	
<input type="checkbox"/> Financial Statements-W-9	CRAA Employee _____	
<input type="checkbox"/> Other	Real Estate Transaction _____	
	Government _____	

COMMENTS: \_\_\_\_\_

\_\_\_\_\_ (Check One) Approved \_\_\_\_\_

\_\_\_\_\_ Denied \_\_\_\_\_

ODP Authority \_\_\_\_\_ Date \_\_\_\_\_ If denied, reason \_\_\_\_\_

**Section 3. To be completed by the Accounts Payable Supervisor (Accounting)**

Date Received \_\_\_\_\_

Is W-9 attached? Yes No (circle one) Vendor Number Assigned

Accounts Payable Supervisor \_\_\_\_\_ Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : : :
OR
Employer identification number : :

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exemption contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

#### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.