



# Columbus Airport Commission Columbus Airport

## STATEMENT OF QUALIFICATIONS #2017-04 ARCHITECTURAL, DESIGN, ENGINEERING, BIDDING AND CONSTRUCTION MANAGEMENT SERVICES FOR MAIN TERMINAL REHABILITATION PROJECT AT THE COLUMBUS AIRPORT

November 29, 2017

The Columbus Airport Commission is currently soliciting qualifications from architectural and engineering firms to provide consulting services to the Columbus Airport for its passenger terminal renovation project.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The Commission reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Statement of Qualifications process, as long as, in the judgment of the Commission, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Statement of Qualifications is posted on the Commission's website at [www.flycolumbusga.com](http://www.flycolumbusga.com). Any changes, additions, or deletions to this Statement of Qualifications will be in the form of written addenda issued by the Commission. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The Commission is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Statement of Qualifications.

If your firm is interested and qualified, please submit two (2) hard copies and one (1) electronic copy (on stick drive) of your proposal by January 3, 2018 by 3:00 p.m. to:

Columbus Airport Commission  
3250 W. Britt David Road  
Columbus, Georgia 31909-5399

If you have any questions about the proposal process, or for technical questions and information contact Richard C. Howell, AAE, at 706.324.2449 x 1410, or [rhowell@flycolumbusga.com](mailto:rhowell@flycolumbusga.com).

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General Provisions

1. All proposals, consisting of two (2) hard copies and one (1) electronic copy (on stick drive media) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on January 3, 2018. Late proposals will not be considered and will be returned, unopened. Proposals will remain sealed and secured until the stated due date and time for proposal opening.
2. All correspondence should be directed to:

Columbus Airport Commission  
Attn: Richard C. Howell A.A.E.  
3250 W. Britt David Road  
Columbus, GA 31909  
Telephone: (706) 324-2449, x1410  
rhowell@flycolumbusga.com

FAX submissions will not be accepted as an appropriate response to this SOQ.

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides and be not more than twenty-five (25) pages.
5. Proposals must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, they SOQ#, and SOQ title. Failure to properly identify the proposal may result in rejection of the proposal. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a stick drive, using this convention for the file name: FIRM NAME + SOQ NUMBER  
*Example: Your firm, Acme Inc., is responding to SOQ 2017-04. Your Adobe Acrobat (pdf) file would be named: Acme 2017-04*
6. Selection of a successful proposer will be accomplished as described herein.
7. This Statement of Qualifications does not constitute an offer to enter into a services agreement.
8. The Commission will accept one and only one proposal per vendor. Prior to opening, should the Commission received multiple submissions from one vendor the Commission may 1) contact the bidder to clarify which proposal is valid, or 2) reject all submissions from the vendor as unresponsive.
9. The Commission reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the Commission may appear.
10. All documents submitted to the Commission in response to this Statement of

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Qualifications will become the exclusive property of the Commission and may be returned to the proposer or kept by the Commission, in the Commission's sole discretion.

11. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
12. The Commission reserves the right to award the contract to the firm who presents the proposal which in the judgment of the Commission, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional services fees.
13. Should the proposer intend to subcontract all or part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in the proposal (use additional sheets as necessary). The successful proposer shall be responsible for subcontractor(s) full compliance with the requirements of these specifications. **THE AIRPORT COMMISSION WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**
14. Corrections or withdrawals of inadvertently erroneous proposals before or after opening, or cancellation of awards of contracts based on such proposal mistakes may be permitted where appropriate. Mistakes discovered before opening may be modified or proposal withdrawn by written notice received in the office the Airport Director prior to the time of the opening.

After opening, no changes in proposal prices or other provisions of proposals prejudicial to the interest of the Commission or fair competition shall be permitted. In lieu of any correction, a successful proposer alleging a material mistake of fact may be permitted to withdraw its package if the mistake is clearly evident, or if the proposer submits evidence, which clearly and convincingly demonstrates that a mistake was made.

All decisions to permit corrections or withdrawals of proposals or to cancel awards or contracts based on mistakes will be supported by the written determination of the Airport Director.

15. If it becomes necessary to revise any part of this proposal package, a written addendum will be provided to all proposers. The Commission is not bound by any oral representations, clarifications, or changes made to the written specifications by Commission employees, unless such clarification or change is provided to the bidders in written addendum form from the Airport Director. Proposers will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. It is the proposer's responsibility to ensure that they have received all addenda.
16. During the evaluation of proposals, the Commission reserves the right to request clarification of proposal packages and to request the submission of references, if deemed necessary for a complete evaluation of responses. Award will be made to the

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responsive and responsible proposer whose proposal meets the Commission's needs according to criteria designated in the solicitation. The determination of the most responsive and responsible proposer may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, experience, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The Commission shall be the sole judge of the factors and will make the award in the best interest of the Commission.

17. Proposers may be disqualified and rejection of proposals may be recommended by the Selection Committee for any (but not limited) of the following reasons:
  - a. Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
  - b. Any irregularities contrary to the General Provisions or bid specifications.
  - c. Unbalanced unit price or extensions.
  - d. Unbalanced value of items.
  - e. Failure to use the proper forms furnished by the Commission.
  - f. Failure to complete the proposal properly and in the format specified by the Commission.
  - g. Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with proposal.
  - h. Failure to properly sign forms in ink.
18. All proposers will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.
19. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. Bids found to be in non-compliance with these requirements will be subject to rejection.
20. By signing and submitting this proposal, proposer declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the Commission's bid list for one full year and any current orders will be canceled.
21. The successful proposer agrees, by entering into any contract, to defend, indemnify and hold Commission harmless from any and all causes of action or claims of damages arising out of or under this contract.
22. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the Commission that disadvantaged

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business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of Commission contracts to the extent practical and consistent with the efficient performance of the contract.

23. The successful proposer will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin or physical handicap.
24. A protest with respect to this Statement of Qualifications shall be submitted in writing to the Airport Director no less than five (5) days prior to the opening of bids or later than the closing date of proposal. If the matter is not resolved by the Airport Director, then an appeal may be filed with the Airport Commission.
25. During the evaluation of bids, the Commission reserves the right to request a demonstration or site visit of the product, equipment or service offered by a proposer. The demonstration or site visit shall be at the expense of the proposer. Proposers, who fail to provide demonstration or site visit, as requested, will be considered non-responsive.
26. When such action is in the best financial interest of the Commission, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Airport Commission and in accordance with contract terms.
27. Questions concerning specifications must be submitted, in writing, at least ten (10) working days (Monday-Friday) prior to the SOQ closing date. Questions received less than ten working days prior to SOQ closing will not be considered
28. Any contract awarded pursuant to this Statement of Qualifications will incorporate the requirements and specifications contained in this Statement of Qualifications. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the Commission during subsequent negotiations. The successful proposer is expected to execute a Professional services agreement similar to that in Appendix A. This sample agreement is for reference to the anticipated terms and conditions governing the Commission and the successful proposer. The proposer must take exception in their proposal to any section of the attached draft agreement they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample agreement. The Commission reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached Concession agreement. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COMMISSION INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE SERVICES AGREEMENT. The selected proposer will be asked to provide evidence that Commission insurance requirements have been met. See Appendix A – Sample Commission Agreement, and in the Sample Commission Agreement the insurance requirements are found in article 8.

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29. The parties agree that this SOQ and subsequent agreements shall be governed by and interpreted in accordance with the substantive laws with the State of Georgia, without regard to conflicts of laws rules. Any and all actions with respect to matters arising out of or under the SOQ or any subsequent contract may be adjudicated only in a court of competent jurisdiction in Muscogee Commission, Georgia and the Proposer waives any and all objections to the personal jurisdiction of such courts.

30. CALENDAR OF EVENTS:

The following is a tentative schedule of events which the project is expected to follow. These dates are considered flexible and the Commission reserves the right to adjust the dates and timeframes as necessary.

November 29 2017	SOQ Release
December 13, 2017 4:30 PM	Final date for submission of questions
December 14, 2017	Final Addendum to SOQ issued if necessary
January 3, 2018, 3:00 PM	SOQ Closes
January 5, 2018	Stage 1 evaluation completed
January 8, 2018	Email notices to Stage 2 candidates
January 23 and 24, 2018	Tentative Interview dates for Stage 2 candidates
January 27, 2018	Stage 3 begins with qualified proposer
February 28, 2018	Draft agreement presented to Airport Commission at regular meeting

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**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points (not to exceed 25 pages):

1.    Project Title
2.    Applicant or Firm Name
3.    Firms Ability to Execute of the Scope of Work Described Below
4.    Firm Qualifications
  - a.    Type of organization, size, professional registration and affiliations.
  - b.    Names and qualifications of personnel to be assigned to this project.
  - c.    Outline of recent project completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - d.    Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e.    Client references from recent related project, including name, address and phone number of individual to contact for referral. References should specify: project name and location; description of work; contract value of work performed by Consultant and project value; name, address, and telephone number of project owner/representative.
5.    Understanding of and Approach to the Project
  - a.    Summary of approach to be taken.
  - b.    Description of the organization and staffing to be used for the project.
  - c.    Indication of information and participation the proposer will require from Commission staff.
  - d.    Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
6.    Disadvantaged Business Enterprise (DBE) Participation

Each response shall clearly outline any DBE partnerships that the Consultant has created for completion of the work. Response should also provide the Commission a clear understanding of how the firm mentors or develops DBE's to perform Department Of Transportation (DOT) work.
7.    Fees and Insurance
  - a.    The proposer that is selected at the conclusion of Stage 2 of the evaluation process will be expected to submit fees schedules representing hourly fees of principals involved as well as quotes for tentative services identified in the Scope of Work.
  - b.    The selected Consultant will be required to provide insurance coverage in the amount of \$ 2,000,000 General Liability Insurance, \$ 1,000,000 of Professional

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Liability Insurance and \$1,000,000 Automobile Liability. In addition, the selected Consultant shall have Worker's Compensation coverage as required by the State of Georgia and Employer's Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

- c. The Consultant shall provide within five (5) days after Consultant executes a contract with Commission, a certificate of liability insurance naming the Columbus Airport Commission and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the Commission.
- d. Indemnification

Consultant shall defend, indemnify and hold harmless the Commission, its agents, servants and employees, successors and assigns, from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be suffered by any personal entity that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder, specifically including any attorney's fees incurred by the Commission with respect to retaining counsel of its choice in the defense of any actual or threatened lawsuit, including all costs associated therewith. This obligation to indemnify shall extend to all claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the Commission, its agents, servants and employees, successors and assigns. This indemnity will not extend to any claims or losses arising solely out of the gross negligence or willfulness conduct of the Commission, its agents, servants and employees, successors and/or assigns.



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**A. INTRODUCTION**

The Columbus Airport Commission is seeking qualified architectural and engineer providers to provide general planning, architectural, engineering, design and construction management services (“Services”) for the Commission’s Main Passenger Terminal Rehabilitation project scheduled for CY 2019. Commission intends to award a contract to the most qualified proposer for the work. Eligible work must be performed and completed in such a manner as to be eligible for federal aid funds.

This Statement of Qualifications establishes the specifications, terms and conditions governing the selection of a firm to provide the Services to Columbus Airport Commission. All submittals shall be in the form and format as specified in this SOQ section entitled “Proposal Format”.

The Commission anticipates of grants from the Federal Aviation Administration (FAA), which will help finance the project and is requesting statements of qualifications from experienced firms interested in providing airport planning plus architectural and engineering services for future project for the Columbus Airport. The project involves services to provide Grant and Financial Planning, Architectural and Engineering design, preparation of plans, specifications and bid documents, bidding phase services, and construction phase services compliant with Federal Aviation Administration (FAA) Regulations and FAA design criteria. Commission reserves it right to negotiate final project scopes with the successful proposer. A detailed description of the project concepts and scopes are provided in Exhibit A.

The successful firm or firms will provide overall the Services to the Commission. The Commission will request specific scopes of work as described below. However, this request for Statements of Qualifications does not constitute an obligation on the part of the Commission to move forward with any of the project described. The specific requests for services will depend on available funding and subsequent approval by the Commission.

**B. DESCRIPTION OF WORK**

A detailed scope of services for the project is provided in Appendix A. The general expectations of the Commission for overall services in support of the project by the Consultant during the contract include but are not limited to:

**1. BASIC SERVICES**

- A. Preliminary Phase. This phase involves those activities required for planning and defining the scope of a project and establishing preliminary requirements. The Consultant will perform the following:
  - 1. Confer and attend meetings with Commission representatives on project requirements, finances, schedules, early phases of the project and other pertinent matters. The Consultant will participate in discussions with the Commission and other agencies such as the Georgia Department of Transportation, the Federal Aviation Administration (FAA) and others as required to satisfactorily complete the Project;

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2. Provide planning services as to best method or course of action for the successful completion of the project in the most timely and cost-effective manner. Said planning will take into consideration the most modern design and construction methods;
  3. Plan, procure and/or prepare necessary surveys, geotechnical engineering investigations, field investigations, laboratory testing and architectural and engineering studies required for preliminary design considerations. The report to be prepared will use Federal Aviation Administration (FAA) design criteria and be based on most current FAA procedures.
  4. Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, preliminary layouts and cost estimates of proposed construction and total project budget.
  5. Review and/or develop environmental documents as necessary for project.
  6. Assist in determination of preliminary location, sizes, and types of materials;
  7. Assist, as required, during preliminary and pre-design meetings with FAA and Commission;
  8. Prepare and convey answers to Commission, FAA and others questions or concerns in preliminary design report;
  9. Commission will furnish Consultant with any preliminary information available to include copies of plans of such existing facilities as are necessary and available and with other information pertinent to the planning and design.
- B. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design. Upon approval of the preliminary phase, the Consultant will perform the following:
1. Conduct and attend meetings and design conferences to obtain information and to coordinate or resolve design matters.
  2. Assist in acquisition of all permits, as necessary;
  3. Collect engineering data and undertake field investigations; perform geotechnical engineering studies, topographical surveys, and architectural, engineering, and special environmental studies as necessary for the design of the project;
  4. Prepare necessary engineering reports and recommendations.
  5. Prepare detailed plans, specifications and contract bid documents, and submit for Commission (and if necessary, for FAA) review and approval. All bid documents shall be in conformance with the appropriate FAA Advisory Circulars and Orders. Provide 60%, 90%, and 100% complete plan and bid documents for Commission staff review and approval and participate in associated review meetings;
  6. Assist in coordination meetings with the Commission and FAA to facilitate approval of design concept and detailed plans and specifications;
  7. Prepare total project budget including estimates of costs/quantities and schedule;

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8. Prepare funding plan incorporating multiple funding sources to include, but not limited to AIP, PFC, Georgia Department of Transportation Aviation Division and Commission funding.
  9. Prepare, as necessary, report for Commission addressing funding options such as loans, bonds, etc. for the completion of the project
- C. Bidding Phase.
1. Conduct the pre-bid conference;
  2. Assist the Commission in solicitation of bids by identification of prospective bidders and review of bids by solicited interests.
  3. Review all pre-bid questions and submissions, and prepare for the Commission's approval, any addenda necessary to inform contractors of revisions prior to bidding;
  4. Analyze bids, prepare bid tabulations, and make recommendations concerning award of contract;
  5. Confer with the Commission and make revisions as necessary for re-advertising the project for bid if the lowest responsible bidder's bid exceeds project estimates per Commission standards. These revisions will be made at no additional charge to the Commission.
- D. Construction Phase. Upon approval of the bidding phase, the Consultant will perform the following:
1. Provide consultation and advice to the Commission during all phases of construction;
  2. Conduct the pre-construction conference;
  3. Review and approve shop and working drawings and material and /or equipment submittals;
  4. Review and approve required tests and testing results;
  5. Provided interpretations and clarifications of plans and specifications and under Commission oversight authorize minor changes that do not affect the contractor's price and are not contrary to the general interest of the Commission under the contract;
  6. Consult and advise during construction with Commission and other governmental authorities;
  7. Onsite construction management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project;
  8. Review and coordinate contractor's progress schedule and critical path updates with the contractor and Commission's representatives;
  9. Under Commission oversight prepare and negotiate change orders and supplemental agreements that are necessary;

10. Review contractor submitted pay requests, and submit same to Commission for review and approvals.
11. Make final inspection with Commission staff and provide the Commission with a Certificate of Completion for the project;
12. Review construction drawings and prepare records of project as constructed.

## 2. ADDITIONAL SERVICES

### A. The following Additional Services may be required:

1. Land surveys and topographic maps;
2. Field and/or construction surveys;
3. Photo surveys;
4. Special environmental studies and analyses;
5. Expert witness testimony in litigation involving specific project;
6. Project feasibility studies;
7. Public information and community involvement surveys, studies, and activities;
8. Preparation of as-constructed plans;
9. Preparation of quality control plans;
10. Preparation of DBE goals.
11. Preparation and submission of all FAA grant applications.
12. Preparation and submission of all grants close out documentation.
13. Attending Commission Meetings as needed.

## 3. BUDGET AND SCHEDULE

The Consultant will submit preliminary budgets and schedules in a format and timeframe acceptable to the Commission for each project to be performed.

## C. BASIS OF AWARD

It is the Commission's desire to employ individuals from a qualified firm that exhibit proactive leadership and good planning and management practices. Of particular importance is the ability of the successful firm to provide staff that are self-motivated and can quickly learn the Commission process, and manage the project with minimal Commission oversight.

Local professionals who maintain fully-staffed offices in the Columbus area shall be given preference if quality, service and all other relevant factors are equal.

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The award of the contract will be based on criteria and guidelines established by the Commission. The award will be made after a careful evaluation by the selection committee and will be based on the selection criteria; the proposers demonstrated competence as well as the best interests of the Commission.

**D. ADDENDA**

Any addenda to this Statement of Qualifications will be mailed to all potential firms who have been issued a copy of the SOQ. Responses to relevant questions submitted by the date indicated in the Calendar will also be mailed to all potential firms who have been issued a copy of the SOQ. Relevancy of questions will be at the sole discretion of the Commission.

**E. SELECTION PROCESS**

1. Evaluation of Qualifications will be conducted in **three stages**. In the **first stage** the Commission will review the written SOQ responses to determine the most highly qualified providers based on demonstrated competence and qualifications. This stage will involve evaluating the responses according to the following criteria which are listed in order of relative importance:

**a. Experience/References (50%).**

1. Capability to perform all aspects of the project and recent experience in airport project comparable to the proposed task.
2. Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures.
3. Current workload and demonstrated ability to meet schedules or deadlines.
4. Quality of project previously undertaken and capability to complete project on budget without having any cost escalations or overruns.
5. Qualifications and experience of any outside consultants to be engaged by the consultant under consideration.
6. Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office. The use of geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
7. Demonstrated understanding of the project's potential problems and the sponsor's special concerns.
8. Degree of interest shown in undertaking the project and their familiarity with and proximity to the geographic location of the project.
9. Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.

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10. Evidence that the consultant has made good faith efforts in meeting Disadvantaged Business Enterprise (DBE) goals (49 CFR, § 26.53).
11. Capability to conduct a Value Engineering (VE) study for project that are particularly complex or have unique features. Order 5100.38, Chapter 10, AC 150/5300-15, *Use of Value Engineering for Engineering and Design of Airport Grant Project*, and AC 150/5370-10, *Standards for Specifying Construction of Airports*, contain additional guidance on VE studies.
12. References. Each response should provide the Commission with Consultant and sub-consultant references that the Commission may contact to discuss performance on other similar work. These references should specify: project name and location; description of work; contract value of work performed by Consultant and project value; name, address, and telephone number of project owner/representative who oversaw project performance; dates (month/year) contract was issued and actually completed; and contract completion terms.

**b. Capabilities, Partnerships, Local Involvement and DBE Participation (40%).**

Describe Consultant and sub-consultant capacity to perform the work on schedule in relation to their overall workload. Each response to the SOQ should describe the availability, number, and job descriptions of individuals who will work on the Project and approach to the Project. If the Consultant intends to use sub-consultants to assist in the work, the Project responsibilities of each firm and their credentials should be discussed. For each sub-consultant, the Consultant should identify similar work performed as well as the qualifications of those individual staff members who have performed that work and who will also be working on the Project. Each response should clearly outline any partnerships that the Consultant has created with local firms for completion of all work. Each response should clearly outline any DBE partnerships that the Consultant has created for completion of the work.

**c. Other Project (10%).**

Consultant and sub-consultant performance on current or past Commission project and/or FAA-funded contracts, as well as project for other clients. The SOQ response will list all current Consultant and sub-consultants contracts with the Commission and/or FAA-funded contracts, as well as the completion status of each contract.

Other completed Consultant and sub-consultant contracts should be listed in the same manner. The Submittals need list no more than five past Commission contracts for each Consultant and sub-consultants. Each past Commission contract should be identified by project name, contract date, and actual work completion date.

2. Based on this first stage evaluation of the written Statements of Qualification, the Commission will select the highest-rated Consultants for further consideration during a formal interview. These interviews will be the second stage of the selection process. Chosen Consultants will be notified of the time and place for

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interviews. The number of interviews conducted will be at the sole determination of the Commission.

In the second (Interview) stage of the process, the Consultant will be evaluated according to the following criteria, each of which is listed in order of relative importance:

**35% A. Presentation.** Consultant's interview presentation, which will include an explanation of its approach to completing the Project and overview and introduction of the staff and any, if proposed, subconsultants to be involved in the Project.

**35% B. SOQ Response.** Consultant's score from the second (Evaluation Criteria A-C) stage will be weighted, carried forward and considered as part of the overall evaluation.

**30% C. Question and Answer.** Consultant's performance during the question and answer portion of the interview.

3. In the **third stage**, the Commission will attempt to negotiate a contract for services with the most highly qualified provider as determined during stages 1 and 2.
4. The final scope of work and professional fee will be contained within the Contract for the Airport Commission's consideration and approval.

**F. CONTACT PERSON**

Columbus Airport Commission  
Attn: Richard C. Howell, A.A.E.  
3250 W. Britt David Road  
Columbus, GA 31909-5399  
706-324.2449 x1410  
706.324.1016

Interested firms shall not contact other Commission staff with questions or suggestions regarding this Statement of Qualifications without first contacting Richard C. Howell, A.A.E.

**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points (not to exceed 25 pages):

1.    Project Title
2.    Applicant or Firm Name
3.    Firm Qualifications
  - a.    Type of organization, size, professional registration and affiliations.
  - b.    Names and qualifications of personnel to be assigned to this project.
  - c.    Outline of recent project completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - d.    Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e.    Client references from recent related project, including name, address and phone number of individual to contact for referral. References should specify: project name and location; description of work; contract value of work performed by Consultant and project value; name, address, and telephone number of project owner/representative.
4.    Understanding of and Approach to the Project
  - a.    Summary of approach to be taken.
  - b.    Description of the organization and staffing to be used for the project.
  - c.    Indication of information and participation the proposer will require from Commission staff.
  - d.    Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5.    Disadvantaged Business Enterprise (DBE) Participation

Each response shall clearly outline any DBE partnerships that the Consultant has created for completion of the work. Response should also provide the Commission a clear understanding of how the firm mentors or develops DBE's to perform Department of Transportation (DOT) work.
6.    Fees and Insurance
  - a.    Fees will be negotiated with potential providers once the Selection Committee has ranked proposers.
  - b.    The selected Consultant will be required to provide insurance coverage in the amount of \$ 1,000,000 General Liability Insurance, \$ 1,000,000 of Professional Liability Insurance and \$1,000,000 Automobile Liability (code 1, any auto). In addition, the selected Consultant shall have Worker's Compensation coverage



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as required by the State of Georgia and Employer's Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

- c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the Columbus Airport Commission and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the Commission.

d. Indemnification

Consultant shall defend, indemnify and hold harmless the Commission, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the Commission, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the Commission, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the Commission the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the

remaining language shall be given full force and effect.

Appendix – A  
PROJECT SCOPE

**SUMMARY**

The Columbus Airport Passenger Terminal is a multi-story facility designed in the 1980's and opened in 1991. As such it is not configured to operate efficiently in today's airline environment. The first-floor area of approximately 59,000 square feet, while ample, is space constricted in certain areas, and has excess space in other areas due to the criteria of the era in which it was designed and the changed face of the airline business model in the 21<sup>st</sup> century.

Many of the building systems are at or beyond their useful life, and are due for replacement. Systems such as HVAC, lighting, building power, and emergency power are in need of comprehensive replacement and/or upgrades. Building plumbing fixtures lack modern water conservation features. Building lighting fixtures lack energy-efficiency elements. The facility lacks energy management systems that may reduce energy costs and increase building comfort.

Building finishes are generally well worn.

Within the building shell currently available, there is ample opportunity to reconfigure the existing spaces to provide a facility that better meets the operational requirements of the airlines, travelers, TSA, concessionaires, and the Columbus Airport Commission. Concurrently, renovation of the passenger terminal provides the opportunity to update key elements and deficiencies of the building infrastructure, such as HVAC systems, security and video systems, power systems, emergency power generation, lighting systems, energy control/building monitoring systems, communication systems, wayfinding signage, flight information systems, retail and concession opportunities, and building shell and finishes.

The Columbus Airport Terminal is a steel-framed, standard construction two-story structure with slab-on-grade at the ground level with a partial utility service basement. The exterior walls consist of a combination of precast concrete panels, metal panel wall systems, storefront systems, and a panelized Exterior Insulated Finish System (EIFS). The roof is primarily composed of a single-ply membrane roof. The interior floor finishes include commercial-grade carpeting and ceramic tile. Interior walls are painted gypsum wallboard or formed metal panel systems, with painted precast concrete wraps. The ceiling finishes are primarily suspended acoustical tile.

Most of the exterior and interior finishes and utility systems are original to the Terminal's construction, and have reached or are exceeding their life-cycle for satisfactory appearance and performance after approximately 28 years in service. While the facility features adequate total space, the spaces lack appropriate adjacencies to perform well in today's airport operational environment.

## **SCOPE OF WORK DESCRIPTION**

### **EXTERIOR FINISHES**

Repair and replace the entirety of the EIFS wall system. All of the finish system has exceeded its expected life cycle and has failed in multiple locations. A detail analysis for each elevation shall be performed the extents of areas to be repaired and areas to be replaced. The metal banding system should be modified or replaced with a new design that will improve the overall aesthetics of the exterior and reduce the potential for water intrusion. Refinish all exterior exposed and painted concrete panels. Repair stone color accent bands found throughout the exterior façade. Modify the canopy wing leading edge aluminum bullnose to prevent water intrusion to the canopy underside and interior components.

### **MILLWORK**

All millwork in public areas shall be replaced or refinished. This includes all airline, car rental, information counter, toilet rooms, etc. shall be receive a new shell, at minimum, as visible from public areas. Additional millwork will be required in back-of-house areas to accommodate the final design.

### **TOILET ROOMS**

All public toilet rooms shall be reconfigured and provide all new fixtures, counters, partitions, lighting, etc. as well as all new finishes on all surfaces.

### **PASSENGER SCREENING CHECKPOINT**

The passenger screening checkpoint is to be expanded and reconfigured to allow for the future addition of a second passenger screening lane and an expanded queuing area. The exit lane shall be expanded and provide an automated (unmanned) exit lane breach control system with minimal number of doors.

### **TICKETING AND BAGGAGE CLAIM LOBBY**

The main ticketing and baggage claim lobbies shall have all finishes replaced. Flooring shall be replaced with a uniform flooring finish, minimizing joints and reveals. The walls shall be removed to stud framing and reconstructed with a curvilinear finish appearance. The ceiling will be replaced with a suspended wood-look architectural element. It is anticipated the ticketing area will support four (4) airline locations.

The baggage claim lobby area for Columbus Airport is adequate to handle the airport needs. The two existing baggage claim belts and carousels are in good aesthetic condition, but are original to the Terminal building and are nearing the end of their service life.

The west end of the ticketing lobby shall be enclosed and converted into a public waiting area.

Vestibules shall be constructed at the west and east ends of the ticketing and baggage claim lobby to improve interior building comfort.

### **OUTBOUND BAGGAGE**

A new in-line baggage system shall connect all airline ticket counters to a new TSA checked baggage screening room. A TSA CT-80 screening machine is already on site. Baggage will be conveyed to the checked baggage screening room and then exit the building to a covered consolidated baggage pick-up area for the airlines.

### **HOLDROOM (PASSENGER WAITING LOUNGE)**

The existing lower-level holdroom shall have all finishes replaced. Flooring shall be replaced with a uniform flooring finish, minimizing joints and reveals. The ceiling will be replaced with a new suspended acoustical tile ceiling system. The holdroom shall be capable of supporting two boarding gates with bridges (see below) and two ground loading gates for smaller regional aircraft.

### **UPPER LEVEL HOLDROOM (FUTURE CONCESSIONS)**

The existing upper level shall be reconfigured to accommodate a future concessions (restaurant) operator. Determination as to whether the Commission shall operate the concession or open bids to outside vendors will be determined during the design phase.

### **BACK-OF-HOUSE AREAS**

Airline and TSA offices shall be refinished with basic back-of-house finishes, new flooring, wall and acoustical tile ceiling finishes, new lighting and required millwork. Existing infrastructure, doors, etc. shall be reused as much as possible. Modifications to existing storage areas will be necessary to accommodate TSA offices.

### **PASSENGER BOARDING BRIDGE (PBB)**

Two low-rider style PBB shall be provided from the lower-level holdroom. The PBB shall be connected to the holdroom via an oversized fixed-tunnel section that will accommodate a bypass waiting area for passengers awaiting their gate checked baggage. The PBB shall be capable of accommodating aircraft ranging from CRJ-series up to Boeing 737 series. One gate position will be capable of accommodating a Boeing 757 series aircraft.

### **HVAC SYSTEMS**

The cooling towers for the water source heat pump loop were replaced in 2016. These towers shall remain in service and be used for the new systems. The existing water source heat pump systems shall be replaced in their entirety. The existing electric boiler and circulating pumps for the water source heat pump system shall be replaced. The new system types shall be either a conversion to a chilled water /hot water system with new air handlers and new chilled water piping, or a replacement of the water source systems with system upgrades and additional equipment to address outside air preconditioning. The HVAC system approaches shall be evaluated for the best return on investment for the airport. It is anticipated that the existing HVAC air distribution system trunk ducts will be re-used as much as possible. Modifications to the air distribution system to accommodate the terminal space renovations shall be required. A new building automation system shall be provided.

## **PLUMBING SYSTEMS**

As noted above, the public toilet rooms will receive new fixtures. These fixtures shall be energy and water efficient. Plumbing piping systems in these areas will be modified as required to support these new fixtures and toilet room layouts. The central hot water heaters shall be replaced with new central hot water heaters and new recirculation pump. The various instantaneous water heaters installed throughout the terminal shall be evaluated for removal and if so, the fixtures shall be reconnected to the central hot water system.

The grease waste system for the airport shall be reconfigured as necessary for the terminal modifications and reconfiguration.

The existing cold water, hot water, sanitary, vent, and storm drainage piping systems shall remain in place with modifications as required to support the new terminal configuration.

## **FIRE PROTECTION SYSTEMS**

Extend fire protection systems as appropriate for the new terminal configuration.

## **ELECTRICAL DISTRIBUTION SYSTEMS**

Electrical distribution systems are original to the facility. Switchboard SSA is an obsolete fused disconnect type switchboard and shall be replaced. The associated distribution system, panelboards, and transformers are also original to the facility and shall be evaluated for replacement as condition and proposed loads necessitate. The exterior NEMA 3R disconnects are in poor condition and shall be replaced with NEMA 4X units. The building generator is in need of complete refurbishment or replacement, and serves only life safety loads. Replacement is recommended with a system to accommodate additional optional loads, such as screening and other non-life safety loads. Public areas of the Terminal have limited access to power outlets. Provide passenger accessible convenience charging or outlet stations.

An energy management or building management system shall be included.

## **ELECTRICAL LIGHTING SYSTEMS**

Some areas of the building have been updated with modern energy-efficient fixtures and lighting elements. Replace the balance of fixtures and lighting elements with energy-efficient equipment. Improve lighting conditions in office areas, security checkpoint, baggage handling, equipment areas, and other areas as appropriate. Provide building lighting control system. Evaluate and replace exterior fixtures as required. Provide lighting to suit architectural renovations.

## **COMMUNICATION/SECURITY SYSTEMS**

Provide new digital communication and broadband communications systems. Replace analog phone system with network-based VoIP system. Provide single mode fiber network backbone. Upgrade wi-fi system and bandwidth to meet current and future

needs. Provide communications rooms as appropriate, with space for co-location cabinets to provide customers with the option to use their own network equipment.

Provide new access control system, integrated with CCTV system, utilizing iClass cards and card readers with biometric fingerprint readers.

Provide new digital IP-based camera system with network video recorder. Provide multiple monitors with split screen display. Coverage shall include parking lot, building exterior landside, lobby, hold rooms, SIDA doors, and checkpoint. Checkpoint cameras shall have permissions for TSA to also monitor the checkpoint. System shall be compatible with that being operated at the Commission's FBO.

Replace flight information systems, passenger information displays, gate information. Hold Rooms, checkpoint lobby, and restaurant areas shall have cable TV.

#### **LANDSIDE AREA (CURBSIDE)**

Crosswalks to provide a brick finish, extending the brick finishes into the main curbside and passenger loading and unloading areas. Provide new bench seating and landscaping areas at the terminal curbside. Extend new landscaping into the approach and departure of the access roadway.

**APPENDIX B**  
**DRAFT CONTRACT for SERVICES**

Contract made on the \_\_\_ day of \_\_\_\_\_, 2018.

BETWEEN the Owner: Columbus Airport Commission hereinafter referred to as "Commission", and \_\_\_\_\_ hereinafter referred to as "Consultant",

For the following services:

**Provide Architectural, Design, Engineering, Bidding and Construction Management Services for Main Terminal Rehabilitation Project**

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1 - RESPONSIBILITIES AND SERVICES OF CONSULTANT**

Commencing with a execution of this Contract, the Consultant will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth.

EXHIBIT "A" – SCOPE of SERVICES  
EXHIBIT "B" – PAYMENT SCHEDULE

1.1 Coordination: In the performance of the Consultant's services under this Contract, the Consultant agrees that they will maintain such coordination with Commission Personnel as follows:

The Airport Director as primary contact and described in Article 2.1. The Airport Director is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the Commission. Other members of the Commission's airline recruitment team may include individuals and/or entities outside the Commission structure.

1.2 Neither the Commission's review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's failure to perform any of the services required under this Contract.

1.3 All materials produced in support of this Project by Consultant are property of the Columbus Airport Commission and shall be surrendered to Commission upon termination of this Contract.

**ARTICLE 2 - RESPONSIBILITIES OF THE COMMISSION**

2.1 The Commission's designated representative is authorized to act in the Commission's behalf with respect to the Project. The Commission, or such authorized representative, shall examine the documents submitted by the Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Consultant's services.

2.2 The Commission shall furnish the Consultant with all information in its possession that is reasonably necessary for the performance of the work described herein.

2.3 The Commission shall provide full information about the requirements for the Project including



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budget limitations, scheduling and other programmatic information.

ARTICLE 3 - FEE AND METHOD OF PAYMENT

The Commission will pay the Consultant the following Fees:

Commission shall compensate Consultant for Services rendered as described in Exhibit B.

ARTICLE 4 - MODIFICATION OF CONTRACT

This Contract may be modified only by a written amendment signed by the Commission and the Consultant. All modifications must be in writing and signed by the Commission representative with the authority to modify this Contract.

ARTICLE 5 - PAYMENT FOR EXTRA WORK OR CHANGES

Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the Airport Director. Claims for Payment for approved extra work must be submitted by the Consultant within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the Airport Director.

ARTICLE 6 - TERM

- 6.1 Unless terminated earlier as provided for herein, the term of this agreement is from execution through midnight XXXX.
- 6.2 Either party may terminate this agreement with thirty- (30) days advanced written notice.

ARTICLE 7 - CONSULTANT STAFF

- 7.1 The Consultant has been selected to perform the work herein because of the skills and expertise of key individuals. The Consultant shall contract for or employ at the Consultant's expense, Sub-Consultants to the extent deemed necessary for providing criteria and reviews for the project, and licensed as such by the State of California and all other Consultants as necessary for development of the project.
- 7.2 The Consultant shall designate one or more persons, whom, as long as his performance continues to be acceptable to the Commission, shall remain in charge of the services for the Project for the duration of the work. Additionally, the Consultant must furnish the names of all other key people in the Consultant's firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the Commission upon written notice, the Consultant will have 10 working days to remove that person from the Project and replace that person with one acceptable to the Commission.

ARTICLE 8 - CONFLICT OF INTEREST

The Consultant covenants that the Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the Consultant.

ARTICLE 9 - STATUS

- 9.1 The Consultant shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the Commission to exercise discretion or control over the professional manner in which the Consultant performs the services which are the subject matter of this Contract. The services to be provided by the Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 9.2 The Consultant understands and agrees that Consultant's personnel are not and will not be eligible for membership in or any benefits from any Commission group plan for hospital, surgical or medical insurance or for membership in any Commission retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a Commission employee.

ARTICLE 10 - WARRANTY OF CONSULTANT

The Consultant warrants that the Consultant and each of the personnel employed or otherwise retained by the Consultant are properly certified and licensed under the laws and regulations of the State of Georgia to provide the special services herein agreed to.

ARTICLE 11 - COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the Commission shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 12 - NONDISCRIMINATION

The Consultant shall comply with laws and regulations governing nondiscrimination in employment.

- 12.1 Nondiscrimination: The Consultant, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including the procurement of materials.
- 12.2 Prohibition: There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by federal or state law or regulations promulgated thereunder. Gender harassment is included in this prohibition as a form of discrimination.
- 12.3 Gender Harassment Warranty and Liability: All Consultants have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every Consultant who violates gender harassment laws shall be liable to the Commission for all claims, demands, damages, costs, expenses and attorney's fees incurred by the Commission as a result of behavior of any of the Consultant's personnel performing this Contract.

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ARTICLE 13 - ENTIRE CONTRACT AND MODIFICATION

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The Consultant shall be entitled to no other benefits than those specified herein. The Consultant specifically acknowledges that in entering into and executing this Contract, the Consultant relies solely upon the provisions contained in this Contract and no others.

ARTICLE 14 - NON-ASSIGNMENT OF CONTRACT

Inasmuch as this Contract is intended to secure the specialized services of the Consultant, the Consultant may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Commission and any such assignment, transfer, delegation or sublease without the Commission's prior written consent shall be considered null and void.

ARTICLE 15 - ENFORCEABILITY

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 16 - LAW; VENUE

This Contract has been executed and delivered in the State of Georgia and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of Georgia. The duties and obligations of the parties created hereunder are performable in Columbus, Georgia and as such Columbus, Georgia shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract and the Consultant, for itself, its successors and assigns, hereby waives any and all objections to the personal jurisdiction of the Superior or State Court of Muscogee County, Georgia, or the United States District Court for the Middle District of Georgia with respect to any action which may be brought hereunder.

ARTICLE 17 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the Commission, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Consultant that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and/or its agents, employees or subconsultants. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the Commission, its officers and employees.

It is the intent of the parties to provide the Commission the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

ARTICLE 18 - INSURANCE

Consultant shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Contract such insurance. All insurance coverages are to be placed with insurers who are qualified to do business in the State of Georgia.

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- 18.1 General Requirements: The following requirements apply to all insurance to be provided by Consultant:
- a. A Certificate of Insurance shall be furnished to Commission prior to commencement of work. Upon request by the Commission, Consultant shall provide a certified copy of any insurance policy to the Commission within ten (10) working days.
  - b. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to Commission.
  - c. Approval of the insurance by Commission shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operations pursuant to this contract.
  - d. The parties expressly agree that the indemnification and insurance clauses in this contract are an integral part of the performance exchanged in this contract. The compensation stated in this contract includes compensation for the risks transferred to Consultant by the indemnification and insurance clauses.
- 18.2 Professional Liability Insurance: Consultant shall maintain in full force and effect during the entire term of this Contract, professional liability "errors and omissions" insurance with limits of liability of not less than \$2,000,000 per claim or occurrence to cover all services rendered by Consultant pursuant to this Contract.
- 18.3 Commercial General Liability (CGL): Consultant shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of \$1,000,000; and including the following coverages:
- a. Personal Injury and Bodily Injury, including death resulting therefrom.
  - b. Property Damage.
  - c. Automobile coverage which shall include owned, non-owned and hired vehicles.
  - d. The following endorsements must be provided in the CGL policy:
    - i. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
    - ii. The policy must cover personal injury as well as bodily injury.
    - iii. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
    - iv. The Columbus Airport Commission, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the Commission, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this contract shall be construed to require Consultant's insurance to indemnify Commission in contravention of Insurance Code 11580.04.
- 18.4 Worker's Compensation Insurance: In accordance with the provisions of Labor Code Section 3700, if Consultant has any employees, Consultant is required to be insured against liability for Worker's Compensation or to undertake self-insurance. Consultant agrees to comply with such provisions before commencing the performance of the Work of this Contract

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ARTICLE 19 - TERMINATION OF CONTRACT

As provided herein the Commission shall have the right to terminate this Contract by giving thirty (30) days written notice thereof to the Consultant. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The Consultant shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the Commission.

ARTICLE 20 – THIRD PARTY BENEFICIARIES

There are no intended or incidental third party beneficiaries of the Agreement, and no one except the Parties to this Agreement may seek to enforce its terms.

ARTICLE 21 - COMMUNICATIONS

Communications between the parties to this Contract shall be sent to the following addresses subject to change from time to time:

Commission: Columbus Airport Commission  
3250 Britt David Road  
Columbus, GA 31909-5399  
Attention: \_\_\_\_\_  
(706) 324-2449 x1410, (706) 324-1016 FAX  
XXXXX@flycolumbusga.com

Consultant:

ARTICLE 22 – STATEMENT OF QUALIFICATIONS (SOQ)

The Commissions Statement of Qualifications #2017-04 including any and all issued addenda, questions and answers as well as the Consultant's response are incorporated in their entirety herein. Should there be any conflict between the language of the Agreement and the SOQ, the language of this Agreement shall control.

////////////////////////////////////  
Nothing follows except Signatures and Exhibits

Exhibit A  
Scope of Services

END OF EXHIBIT "A"

EXHIBIT B

PAYMENT SCHEDULE

1. PAYMENTS TO THE CONSULTANT

1.1 PAYMENTS:

1.1.1 Services

The consideration to be paid Consultant, as provided herein, shall be compensation for all of the Consultant's services and expenses incurred in the performance hereof, as listed below:

1.1.2 Hourly Rates

Consultant shall be compensated for all other services on an on-call basis using the rates below (attach pages as necessary):

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1.2 REIMBURSABLE EXPENSES

With respect to Reimbursable Expenses, the invoice shall specifically describe the expense for which reimbursement is sought. It is expressly understood and agreed that only actual costs of the Reimbursable Expenses shall be charged to the Commission and that the Consultant shall not be entitled to any overhead or profit for the Reimbursable Expenses. Expenses incurred in the performance of Consultant's services that are limited and include printing and travel expenses related to the services listed above.

1.3 METHOD OF PAYMENT:

1.3.1 Consultant's invoices, shall be in a format approved by the Commission, and are to be submitted to the Commission via the Commission's Airport Director.

1.3.2 Upon receipt and approval of Consultant's invoices for services listed in 1.1 above, payment will be with Net 30 payment terms.

1.4 BILLING RATES FOR ADDITIONAL SERVICES

1.4.1 ADDITIONAL SERVICES, will only be allowed unless authorized in advance in writing by the Commission shall be performed based on a negotiated fee for such services.

1.4.2 SUBCONSULTANTS, TBD.

2. PAYMENTS TO SUB-CONSULTANTS  
TBD

END OF EXHIBIT "B"