

INDIANAPOLIS AIRPORT AUTHORITY
REQUEST FOR QUOTE – Project No. Betterment B-03E

Grading & Drainage Improvements Around Isolation Valve
Vault and Service Road



October 23, 2009

REQUEST FOR QUOTE
Grading & Drainage Improvements Around Isolation Valve
Vault and Service Road

• **INTRODUCTION**

The Indianapolis Airport Authority (IAA) is issuing this Request for Quote (RFQ) for qualified contractors to perform grading and drainage improvements around the hydrant fuel vault IVV-2 and the adjacent service road.

• **STATEMENT OF WORK**

Contractor will perform all work necessary for the regrading and drainage improvements around the hydrant fuel vault IVV-2 and the adjacent service road at Indianapolis International Airport.

This work includes but is not limited to:

- Removal and replacement of existing drainage casting
- Excavation and regrading
- Removal off-site of all excess material
- Installation of sod along all graded areas
- Installation of erosion control material
- Providing of security service escorts while work is performed

• **LENGTH OF CONTRACT**

Contract will begin upon notice to proceed and, extend through December 18, 2009.

• **PROJECT OBJECTIVES**

1. Contractor shall provide all labor, material, and equipment in order to perform the regrading and drainage improvements. All work will be performed utilizing the drawings, specifications, and requirements included with this request.
2. Work will be performed continually once begun and continue until all work is completed unless directed otherwise by the IAA and/or Site Manager. As this work will be performed in the active airport operations area there are restrictions on when, where, and how the work is to be performed. Please take note of these provisions in the specifications. The Contractor shall take special care to protect IAA property. The IAA will work with the Contractor to provide a lay down/staging area in the AOA (airport operations area). It is the Contractor's responsibility to protect and secure all of the tools, equipment, materials, and any other items related to this work. The IAA will not be responsible for any loss of these items.

3. The Contractor is responsible for keeping the work area clean as well as removing all equipment, materials, debris/trash, and any other item related to the work on a daily basis unless authorized by the IAA. The Contractor is responsible for furnishing their own trash receptacles. The Contractor must also provide their own temporary restroom(s) facilities. These will be located in an area approved by the IAA. These costs, if any, shall be included in the Contractor's quote.
4. Work will be performed at the direction of the IAA Staff, Site Manager, or Assistant Site Manager.
5. It is the Contractor's responsibility to field-verify all measurements, locations, areas, and existing materials, and conditions.
6. The Contractor will perform all work per the attached drawings, specifications, and requirements. If the Contractor needs clarifications or explanations concerning the work and/or requirements it has to submit a request for information (RFI) in writing and supply three copies of the request. All RFI's shall be assigned a numeric identifier and each response shall be issued in a numeric sequence. All materials and equipment to be installed shall be approved by the IAA or its representative in advance of the installation. All materials, equipment and related documentation shall be submitted to the IAA within ten (10) days of the notice to proceed unless additional time is allowed, in writing, by the IAA.
7. Contractor shall warrant all work for a period of one (1) year from the acceptance by the IAA. Contractor shall perform any maintenance work at no additional charge to the owner.
8. Contractor shall report in person each day to the IAA Site Manager prior to beginning work. Contractor will verify in writing all work completed each day including hours worked, number of workers, area where work was performed, and amount of materials/work completed.
9. Contractor shall be easily identifiable at all times and shall have identifying markings on all vehicles including safety lighting to alert on coming traffic.
10. Contractor shall promptly report any damage to airport real estate, property, or equipment on the same day the damage occurs. A report shall consist of verbally informing the IAA Site Manager.
11. Contractor will be responsible to locate all utilities and protect them during construction.
12. Contractor will be responsible for any damage that was a result of his work or negligence.
13. Contractor shall report any safety issues to the IAA Site Manager.
14. Contractor shall have a ready means of communication access through cell phone so that their efforts can be redirected as required by the IAA Site Manager.

- **XBE PARTICIPATION**

It is the policy of the Indianapolis Airport Authority to ensure nondiscrimination in the award and administration of contractors to perform work for the IAA. Complete and return the Indianapolis Airport Authority Business Diversity Plans listing the amount of MBE, WBE, or DBE participation included in your quote, if any. Information must include evidence of certification by City of Indianapolis, or State of Indiana (copy of certification letter from certifying agency should be attached). **Goals for this solicitation are WBE – 5%, and MBE – 9%**

- **GENERAL TERMS AND CONDITIONS**

- A. A response to this RFQ does not commit IAA to a purchase agreement or contract, or to pay any costs incurred in the preparation of the response.
- B. Unless specified in the RFQ, IAA may award the contract for any items/services or group of items/services in the RFQ and may increase or decrease the quantity specified.
- C. IAA reserves the right to hold and accept any Quote for a period of ninety (90) days after the response deadline.
- D. IAA reserves the right to negotiate the final terms of any and all purchase agreements with firms selected and such agreements negotiated as a result of this RFQ may be re-negotiated and/or amended in order to successfully meet the agency needs.
- E. IAA reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. IAA will provide notifications of such changes to all firms having received or requested an RFQ.
- F. IAA reserves the right to contact any individual, agencies, or employers listed in a Quote, to contact others who may have experience and/or knowledge of the firm's relevant performance and/or qualifications; and to request additional information from any and all proposers.
- G. IAA reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for award. This may occur prior to, or subsequent to the award of a contract. Misrepresentation of the Proposer's ability to perform as stated in the Quote may result in cancellation of the contract award.
- H. IAA reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- I. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's quote to be rejected. This does not preclude joint ventures or subcontracts.
- J. All Quotes submitted must be an original work product of the Proposers. The copying, plagiarizing or other use of substantial portions of the work product of others, and submitted hereunder as original work of the Proposer, is not permitted. Failure to adhere to this instruction may cause the Quote(s) to be rejected.

- K. The only purpose of this RFQ is to ensure uniform information in the selection of Quotes and procurement of services. This RFQ is not to be construed as a purchase agreement or contract, or as a commitment of any kind, nor does it commit IAA to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by IAA.
- L. The contents of a successful Quote may become a contractual obligation, if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful proposer(s) as a basis for release of quoted services at the stated price/cost. Any damages accruing to IAA as a result of the proposer's failure to contract may be recovered from the proposer.
- M. A contract with the selected provider may be withheld at the sole discretion of IAA if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by IAA if resolution is not satisfactory to IAA.
- N. Procurement Dispute Resolution Policy. IAA is the responsible authority for handling complaints or protests regarding the Quote selection process. This includes, but is not limited to, disputes, claims, and protests of award, source evaluation, or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority as may have proper jurisdiction.
- O. A current certificate of insurance with in the requested limits showing liability, workman's compensation and automobile coverage is required prior to stating the work. Indianapolis Airport Authority, Harmon Construction, Inc. must be listed as additional insured's. Bodily Injury and Property Damage Other Than Automobile. Unless otherwise specifically required by provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

a.	Bodily Injury Liability	Property Damage Liability
	Each	Each
	Occurrence Aggregate	Occurrence Aggregate
	\$2,000,000 \$2,000,000	\$1,000,000 \$1,000,000

b. Owner's Protective Liability. Where required as an incident to compliance with Federal laws and regulations, bodily injury and property damage protection shall be extended to the Owner and its agents and the Project Engineer or consulting firm.

c. Bodily Injury Liability and Property Damage Liability Automobiles. Unless otherwise specifically required by provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability	Property Damage Liability
Each Person Each Occurrence	Each Occurrence
\$1,000,000 \$1,000,000	\$500,000

Umbrella Excess - Additional \$10,000,000 limits for work within the Airport Operations Area (AOA).

- **CONTRACT PARAMETERS**

- A. Contract may be awarded to the lowest responsive and responsible offeror.
- B. Sample of standard IAA procurement contract is included with these documents and will be the basis for award. Any request for changes to the standard contract should be identified in the response. Any request for changes may be grounds for rejecting the Quote.
- C. Failure to sign and return the Quote Authorization page may result in the rejection of a response.
- D. Failure to include the Itemized Quote sheet will result in the rejection of a response.

- **SUBMITTAL INSTRUCTIONS**

Respondents to this RFQ must submit one original and two reproducible copies of their Quote to IAA no later than **10a.m. EST, November 10, 2009**. **All Quotes must be sealed and clearly marked as outlined below.**

Quotes arriving after the deadline may not be considered and may be returned unopened. Faxed or e-mailed Quotes will not be accepted.

Address Quotes to: Rebecca J. Reddick, Procurement Manager
Indianapolis Airport Authority
Program Office
2349 Aviation Drive
Indianapolis, Indiana 46241

Outer envelope shall be marked: **Sealed Quote**
Quote Package B-03E
Grading & Drainage Improvements Around Isolation
Valve Vault and Service Road
Indianapolis International Airport

IAA may accept or reject any or all parts of a Quote as well as re-solicit for Quotes. Contract award criteria will be based on meeting the stated specifications, experience of similar projects, cost considerations, and background.

For more information, contact Rebecca Reddick via e-mail at CIP@indianapolisairport.com noting the project number and description in the email. A site visit will be scheduled with the date to be determined.

QUOTE and AUTHORIZATION (This page MUST be signed and returned to have a valid quote)

The undersigned, having the authority to bind their company, affirms and declares that this Quote is executed and signed by the vendor with full knowledge and acceptance of the provisions of the services described, proposed schedule, and special needs and conditions as stated, which will be made a part of the contract.

Name of vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) _____ Fax: (____) _____

E-mail address: _____

Authorized signature: _____

Name *(please print)*: _____

Title: _____

Date: _____

Itemized Quote

DESCRIPTION	Estimated Units	Unit	Total Cost
Removal & Replacement of Drainage Casting	1	Each	\$
Regrading	1	Lump Sum	\$
Sod	1	Lump Sum	\$
Security Escort Crew	1	Lump Sum	\$
TOTAL QUOTE			\$

NON – COLLUSION AFFIDAVIT

State of _____

SS:

County of _____

The undersigned proposer or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of this firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be quoted by anyone at such letting nor to prevent any person from quoting nor to induce anyone to refrain from quoting, and that this quote is made without reference to any other quote and without any agreement, understanding or combination with any other person in reference to such quoting.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are True and correct to the best of my knowledge and belief.

Dated at _____ this _____ day of _____, 200__.

By: _____

(Name of Organization)
(Signature)
(Printed with Title)

ACKNOWLEDGEMENT

State of _____

SS:

County of _____

_____ being duly sworn, deposes and says that he is _____
(Person signed above) (Title)

of the above _____ in the foregoing questionnaires and all
(Name of Organization)
statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 200__.

My Commission Expires: _____, Notary Public

County of Residence: _____

ATTACHMENTS

1. INDIANAPOLIS AIRPORT AUTHORITY BUSINESS DIVERSITY PLANS
2. SAMPLE CONTRACT
3. DRAWINGS
 - Sheet 00.G.201 – General Airfield Safety/Security/Operations Plan
 - Sheet 00.G.203 – General Airfield Safety Notes
 - Sheet 1 of 1 - Access Drive Revised Grading
4. SPECIFICATIONS
 - Special Provisions
 - Standard Technical Provisions
 - General Provisions: Section 70-23 Security
 - FAA Advisory Circular No. 150/5370-2E: Operational Safety on Airports During Construction

INDIANAPOLIS AIRPORT AUTHORITY BUSINESS DIVERSITY PLANS

The contract goal for Indianapolis Airport Authority (IAA) solicitations is 9% Minority participation and 5% Women participation, unless otherwise set out in a solicitation. It is the intent of the IAA to meet or exceed the above mentioned M/WBE goals. A responding vendor must submit, with its quote/bid/response, an Affidavit of Business Diversity Utilization Plan (Schedule A, A.1 and C) or a Diversity Program Waiver (Schedule B). The Schedule A must show that there are, Minority Business Enterprises (MBE) and/or Women Business Enterprises (WBE) that are certified by either the City of Indianapolis, or State of Indiana participating in the proposed contract. If participation is met through the use of vendors who supply products and/or services directly to the Vendor (Subcontractor), the Vendor must provide a description of the products and/or services along with the cost to provide, that are directly related to this quote/bid/proposal. If used as a supplier, only 60% of the value of the supplies can be counted toward achieving the M/WBE goal.

The IAA reserves the right to verify all information included on the M/WBE Subcontractor Commitment Form.

Vendors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the State of Indiana or City of Indianapolis Directory of Certified Firms.
- Each firm may only serve as one classification –MBE or WBE
- A Vendor who is a MBE or WBE must meet subcontractor goals by using other firms certified by either the State of Indiana or City of Indianapolis.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory of the State of Indiana or the City of Indianapolis
- Must be used to provide the goods or services specific to the contract.
- If used as a supplier, only 60% of the value of the supplies can be counted toward achieving the D/M/WBE goal.

Schedule B: Application for Business Diversity Program Waiver is submitted when a vendor is unable to meet the established goals. In such a case, the vendor must submit with the Application for Waiver all documentation showing their good faith efforts to include MBE and WBE firms.

Vendors are encouraged to contact and work with the IAA Diversity Department, (317) 487-5249, to develop subcontractor involvement to meet established goals.

SCHEDULE C: DBE/MBE/WBE Statement of Intent to Perform Work

A signed Schedule C from the MBE and/or WBE must be submitted prior to award of the contract. Each Schedule C shall state and will serve as acknowledgement from the subcontractor MBE and/or WBE of its subcontract amount and a description of products and/or services to be provided on the project.

By submission of the quote/bid/proposal, the Vendor acknowledges and agrees to be bound by the regulatory processes involving the IAA's M/WBE Program. Questions involving the regulations governing the M/WBE Subcontractor Schedules should be directed to:

IAA Diversity Department
(317) 487-5249
jduke@indianapolisairport.com

**Indianapolis Airport Authority
Schedule A: Affidavit of Business Diversity Utilization Plan**

Prime Contractor/Bidder Name, Address, Telephone:		
Project Name:		
Project Number:	Total Bid Dollar Amount:	First Submission: <input type="checkbox"/>
		Revised Submission: <input type="checkbox"/>

Affidavit of _____. I do hereby certify that on the _____ (Project Name), Project Number _____, Amount of Bid \$ _____, I will expend a minimum of _____% of the total dollar amount of the contract with certified disadvantaged business enterprises (DBEs), expend a minimum of _____% of the total dollar amount of the contract with certified minority owned business enterprises (MBEs), and a minimum of _____% of the total dollar amount of the contract with certified woman owned business enterprises (WBEs). Project work will be contracted to the firms listed below.

Name and Phone Number	DBE/MBE/WBE?	*Category	Work Description	Dollar Value

*DBE/MBE/WBE Categories: Female **(F)**, African American **(B)**, Hispanic **(H)**, Asian American **(A)**, American Indian **(I)**, Socially and Economically Disadvantaged **(D)**.

Pursuant to the requirements of the Indianapolis Airport Authority Business Diversity Program, the undersigned will enter into a formal agreement with DBEs, MBEs and WBEs for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of contract. The Undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Signature of Authorized Officer:	
Printed Name of Authorized Officer:	
Title:	Date:

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Indianapolis Airport Authority Schedule A.1: Required Diversity Assurance Information

The information below, as well as a Statement of Intent to Perform Work (Schedule C), is required for **each** DBE / MBE / WBE sub-contractor. Failure to provide the required information within the timeframe set out in the solicitation may result in the bidder being declared nonresponsive. Provide additional sheets as required.

Bidder's Name:
Project Number:

This firm *estimates* that the following dollar amounts will be paid to DBE / MBE / WBE participants at the indicated intervals:

DBE / MBE / WBE Sub Name:	
Certification (circle all that apply): DBE / MBE / WBE	
\$	Estimated payments to this sub at 40% project completion.
\$	Estimated payments to this sub at 70% project completion.
\$	Total estimated payments to this sub at 100% project completion.

DBE / MBE / WBE Sub Name:	
Certification (circle all that apply): DBE / MBE / WBE	
\$	Estimated payments to this sub at 40% project completion.
\$	Estimated payments to this sub at 70% project completion.
\$	Total estimated payments to this sub at 100% project completion.

DBE / MBE / WBE Sub Name:	
Certification (circle all that apply): DBE / MBE / WBE	
\$	Estimated payments to this sub at 40% project completion.
\$	Estimated payments to this sub at 70% project completion.
\$	Total estimated payments to this sub at 100% project completion.

SIGNATURE _____ DATE _____

NOTE: The making of false statements on this form shall be subject to the penalties provided by the appropriate law.

**Indianapolis Airport Authority
Schedule B: Application for Business Diversity Program Waiver**

Bidder/Prime Contractor Name, Address, Telephone:	
Project Name:	
Project Number:	Total Bid Dollar Amount:

DBE Goal for this contract: _____%DBE

MBE/WBE Targets for this contract: _____%MBE _____%WBE

Percentages achieved to date: _____%DBE _____%MBE _____%WBE

Requesting a waiver of: _____%DBE _____%MBE _____%WBE

I have contacted the IAA BDP Manager for assistance _____yes _____no

Number of DBE firms contacted: _____ (Attach list of names)

Number of MBE firms contacted: _____ (Attach list of names)

Number of WBE firms contacted: _____ (Attach list of names)

Attach documentation of your good faith efforts to secure, contact, and negotiate with DBEs, MBEs and WBEs, including:

1. The reasons your company is unable to secure sufficient DBE/MBE/WBE participation to meet the stated goals.
2. The efforts made by your company to select portions of the contract to be performed by DBEs, MBEs and WBEs.
3. For each DBE, MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.

I hereby certify that _____, as bidder/prime contractor bidding on the above named project; we have made good faith efforts as described in the attached documents to include DBE/MBE/WBE companies in this project. Despite these efforts, we are unable to meet the stated goals or targets and are therefore requesting a waiver as described above.

Signature of Authorized Officer:	
Printed Name of Authorized Officer:	
Title:	Date:

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**Indianapolis Airport Authority
Schedule C: DBE/MBE/WBE Statement of Intent to Perform Work**

DBE/MBE/WBE Name, Address, Telephone:		
Prime Contractor Name, Address, Telephone:		
Project Name:	Project Number:	Total Bid Dollar Amount:
DBE/MBE/WBE Dollar Amount:		DBE/MBE/WBE % of Total Bid Amount:

The above named DBE/MBE/WBE will perform as a subcontractor, subconsultant, or material supplier for the above described project. The undersigned intends to perform work in connection with the above referenced project as (check one):

- Sole Proprietor____ Partnership____
 Corporation____ Limited Liability Company____
 Joint Venture____ Other_____

The above named certified DBE/MBE/WBE is (check all that apply):

- Woman owned____ African American____
 Hispanic____ Asian American____
 American Indian____ Socially & Economically Disadvantaged____

The DBE/MBE/WBE status of the undersigned is confirmed by the attached letter of certification. The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project:

Sub-contracting levels (if not applicable, enter zero):

_____ % of the dollar value of this DBE/MBE/WBE subcontract will be sublet to non-DBE/MBE/WBE contractors.

_____ % of the dollar value of this DBE/MBE/WBE subcontract will be sublet to DBE/MBE/WBE contractors.

The undersigned subcontractor will enter into a contract with _____ for the work/service described above upon the prime contractor's execution of a contract with the Owner.

Signature of Authorized DBE/MBE/WBE Officer:	
Printed Name of Authorized DBE/MBE/WBE Officer:	
Title:	Date:

I, the above bidder/prime contractor, agree to the terms and conditions stated above.

Signature of Authorized Bidder/Prime Contractor Officer:	
Printed Name of Authorized Bidder/Prime Contractor Officer:	
Title:	Date:

**Indianapolis Airport Authority
Schedule D: Request for Business Diversity Program Substitution**

Prime Contractor Name, Address, Telephone:	
Project Name:	
Project Number:	Total Project Amount:

For each existing DBE/MBE/WBE subcontractor whose contract will be reduced, terminated, or eliminated, provide the following:

DBE/MBE/WBE Name, Address, Telephone:	
Description of Work/Services:	Reason for Reduction/Termination/Elimination:
Original DBE/MBE/WBE Dollar Amount:	Original DBE/MBE/WBE % Amount

For each new DBE/MBE/WBE subcontractor that will be substituted, provide the following:

DBE/MBE/WBE Name, Address, Telephone:	
Description of Work/Services:	
DBE/MBE/WBE Dollar Amount:	DBE/MBE/WBE % Amount

In addition to the above, attach the following:

1. Revised Schedule A: Affidavit of Business Diversity Utilization Plan
2. Agency Certification Letter for each new DBE/MBE/WBE
3. Schedule C: Statement of Intent to Perform Work for each new DBE/MBE/WBE

Sample Contract



Indianapolis Airport Authority

Contract for Construction Services

Agreement made as of the day of in the year of 2009.

BETWEEN the Owner:

Indianapolis Airport Authority
2349 Aviation Drive
Indianapolis, IN 46241

and the Contractor:

Insert Contractor's Name
Address
City, State, Zip

for the following Project:

Indianapolis Airport Authority
Grading and Drainage Improvements Around
Isolation Valve Vault and Service Road

CONTRACT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made by and between the Indianapolis Airport Authority, an Indiana Municipal Corporation, hereinafter referred to as "the AUTHORITY," and [REDACTED], an [REDACTED] Corporation, hereinafter referred to as "the CONTRACTOR":

WITNESSETH

WHEREAS, the AUTHORITY and the CONTRACTOR, hereby agree as follows:

SECTION I - THE CONTRACT DOCUMENTS:

The AUTHORITY and the CONTRACTOR agree that the Contract Documents consist of this Contract, the drawings, the specifications (general, federal, special and technical) and all addenda issued prior to and Change Orders issued after the execution of this Contract. These items form the Contract, and are herein incorporated by reference and made a part of this Contract as if attached hereto. Other component parts of this Contract are as follows:

- Request for Quote
- Quote Authorization
- Sample Contract
- Special Provisions
- Affidavit of Non-Collusion
- Standard Technical provisions
- General Provisions
- FAA Advisory Circular 150/5370-2E
- Business Diversity Plans

SECTION II - SCOPE OF WORK

The CONTRACTOR shall provide construction services for **Grading and Drainage Improvements Around Isolation Valve Vault and Service Road** in accordance with the bid dated **November 10, 2009**.

The CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete this project in accordance with the Contract Documents.

SECTION III - NOTICE TO PROCEED

The CONTRACTOR shall begin the work to be performed under this Contract within three (3) days from the date set by the AUTHORITY in its written Notice to Proceed.

The CONTRACTOR shall notify the AUTHORITY at least twenty-four (24) hours in advance of the time actual construction will begin.

SECTION IV - COMPLETION OF WORK

The CONTRACTOR shall complete the work set forth in this Contract within calendar days from the date of the issuance of the Notice to Proceed.

If the CONTRACTOR is delayed at any time in the progress of the work by any act of the AUTHORITY, or by any other circumstances that the AUTHORITY considers to be outside of the CONTRACTOR's control, then the Contract completion date may be extended by Change Order for a reasonable time as determined by the AUTHORITY.

SECTION V - COMPENSATION

Based upon the completion of work described herein, the CONTRACTOR shall receive and accept compensation based on the total sum bid for \$. The bid amount shall include the costs of furnishing all equipment, labor, incidentals, materials, premiums on insurance for completion of all work in full compliance with the plans and specifications. Also included in the compensation will be costs for loss or damage arising out of the nature of this work, or from any unforeseen obstruction or difficulties that may be encountered.

Request for payment must be filled out and signed by the CONTRACTOR and shall cover the work completed as of the date of the request. The request must also include any data and schedules that the AUTHORITY may reasonably require. Request for payment will be in an amount equal to 95% of the work completed.

For any additional services requested by the AUTHORITY, the CONTRACTOR shall receive and accept compensation by Change Order in an amount agreed upon by the CONTRACTOR and the AUTHORITY.

SECTION VI - RETAINAGE

For Contracts in excess of \$100,000.00, retainage of 5% will be placed in escrow in accordance with the provisions of Indiana Code 36-1-12-14(d).

For Contracts under \$100,000.00, retainage of 5% will be held by the AUTHORITY in a separate project account.

After approval of the final request for payment, retainage will be released upon written request to the AUTHORITY. This request must state the amount held in escrow and be accompanied by all waivers of lien pertinent to this project. Retainage will be released no sooner than sixty-one (61) days from Indianapolis Airport Authority Board of Directors approval of the final payment request.

SECTION VII – RECORDKEEPING REQUIREMENTS AND AUDITS

- A. The CONTRACTOR shall maintain records related to this Contract. These records shall include, but not be limited to, accounting records, written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends and any other supporting evidence necessary to substantiate charges related to this Contract. All the foregoing records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the AUTHORITY's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONTRACTOR or any of his payees pursuant to the execution of this Contract. Records that are subject to examination 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 contract.)
- B. For the purpose of audits, inspections, examinations and evaluations, the AUTHORITY's agent or authorized representative shall have access to said records from the effective date of this Contract, for the duration of the work, and until three (3) years after the date of the final payment by the AUTHORITY to the CONTRACTOR pursuant to this Contract.
- C. The AUTHORITY's agent or its authorized representative shall have access to the CONTRACTOR's facilities and all necessary records,. The AUTHORITY's agent or its authorized representative shall also be provided adequate and appropriate work space in order to conduct audits in compliance with this Section and shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract. The AUTHORITY's agent or its authorized representative shall give auditees reasonable advance notice to intended audits.
- D. The CONTRACTOR shall require all subcontractors, insurance agents and material suppliers (payees) to comply with the provisions of this Section by insertion of the requirements hereof into a written contract agreement between the CONTRACTOR and payee. The failure to obtain written contracts that include such provisions shall be cause to exclude some or all of the related payees' costs from amounts payable to the CONTRACTOR pursuant to this Contract or to recover such costs from the CONTRACTOR in the event payment has been made to such CONTRACTOR.

- E. If an audit inspection or examination in accordance with this Section discloses overpricing or overcharges of any nature by the CONTRACTOR to the AUTHORITY in excess of one-half of one percent (0.5%) of the total contract billings, in addition to repayment or credit for the overcharges, the reasonable actual cost of the AUTHORITY's audit shall be reimbursed to the AUTHORITY by the CONTRACTOR. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, which may not exceed ninety (90) days from the presentation of the AUTHORITY's findings to the CONTRACTOR.

SECTION VIII - STANDARD TITLE VI ASSURANCES

During the performance of this Contract, the CONTRACTOR agrees on behalf of the CONTRACTOR and any of the CONTRACTOR's assignees and successors as follows:

- A. **Compliance with Regulations:** The CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- B. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed during this Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials or leases of equipment. Each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- C. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to books, records, accounts, other sources of information, and to CONTRACTOR's facilities as may be determined by the AUTHORITY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. When any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall certify this to the AUTHORITY or the Federal Aviation Administration as appropriate and shall set forth what efforts have been made to obtain the information.

- D. **Sanctions for Noncompliance:** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Contract, the AUTHORITY shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Contract until the CONTRACTOR complies; and/or
 2. Cancellation, termination, or suspension of the Contract in whole or in part.
- E. **Incorporation of Provisions:** The CONTRACTOR shall include the provisions of Paragraphs A through D of Section VIII in every subcontract to this Contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the AUTHORITY or the Federal Aviation Administration may direct as a means of enforcing these provisions, including sanctions for noncompliance. However, in the event the CONTRACTOR became involved in or was threatened with litigation with a subcontractor/supplier as a result of such direction, the CONTRACTOR may request the U.S. to enter into such litigation to protect the interest of the U.S.
- F. **Executive Order No. 11246:** The CONTRACTOR shall comply with Executive Order No. 11246 entitled "Equal Employment Opportunity."
- G. **Solicitations for Subcontracts, including Procurements Materials and Equipment:** In all solicitations for competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

SECTION IX - COMPLIANCE WITH STATE AND OTHER LAWS

- A. The CONTRACTOR specifically agrees that in the performance of the Construction Services herein, enumerated by the CONTRACTOR or an approved Subcontractor or anyone acting in behalf of either, that they will comply with any and all State, Federal and local statutes, ordinances and regulations.

- B. The CONTRACTOR specifically agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1979, as amended.

SECTION X - WORKING STANDARDS

The CONTRACTOR agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-et seq.) as supplemented by U.S. Department of Labor Regulations (29 CFR, Part 5) for contracts in excess of \$2,500.00 that involve employment of mechanics or laborers.

SECTION XI - RESPONSIBILITY FOR CLAIMS AND LIABILITIES

- A. The CONTRACTOR shall be responsible for all damage to life and property due to negligent activities of the CONTRACTOR, approved Subcontractors, agents or employees in connection with such services, and shall be responsible for all parts of their work, both temporary and permanent, until the services under this Contract are declared accepted by the AUTHORITY.
- B. It is expressly understood that the CONTRACTOR shall indemnify and hold harmless the AUTHORITY, the Construction Managers, and the Engineer and their respective officers, directors, employees and agents ("Indemnified Parties") from all claims, Administrative actions, suits, actions, fines, penalties, damages, judgments, defense costs, including Indemnified Parties, attorney fees and all other costs of every name and description arising out of or resulting from the negligent services of the CONTRACTOR under this Contract and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided. The CONTRACTOR's duty to indemnify shall survive the termination or completion of this Contract.
- C. In the event of a material conflict in the terms of this Section and the indemnity provisions of the project specifications, the project specifications shall control.

SECTION XII - WORKMEN'S COMPENSATION AND LIABILITY INSURANCE

The Contractor shall follow the insurance requirements outlined in General Provisions Section 70-11.

Before commencing the work, the CONTRACTOR shall furnish to the AUTHORITY a certificate, or certificates, in a form satisfactory to the AUTHORITY, showing that they have complied with this paragraph. The certificate or certificates shall designate the AUTHORITY, the Construction Managers, and the Engineer as

additional insureds. The policies shall not be changed or canceled until thirty (30) days written notice has been given to the AUTHORITY.

SECTION XIII - ARBITRATION

Arbitration of all questions in dispute under this Contract shall occur if agreed upon by both parties and shall be in accordance with the rules of the American Arbitration Association. This agreement shall be specifically enforceable under the prevailing arbitration law and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. The decisions of the arbitrators shall not be binding but are conditions precedent to the right of any legal action.

SECTION XIV - SUCCESSORS AND ASSIGNS

The AUTHORITY, insofar as authorized by law, binds itself and its successors, and the CONTRACTOR binds its successors, executors, administrators, and assigns, to the other party of this Contract and to the successors, executors, administrators, and assigns of such other party as the case may be and insofar as authorized by law in respect to all covenants of this Contract. Except as above set forth, neither the AUTHORITY nor the CONTRACTOR shall assign, sublet, transfer its or their own interest in this Contract without the consent of the other.

SECTION XV - SPECIAL PROVISIONS

The AUTHORITY and the CONTRACTOR mutually agree that the provisions hereof and the exhibits attached hereto represent the entire Contract between the AUTHORITY and the CONTRACTOR. This Contract shall be subject to the approval of the Federal Aviation Administration.

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

- a.) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person other than a bona fide employee working solely for me or the above Contractor to solicit or secure this contract;

- b.) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, except as noted below; or

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

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

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

Executed on the dates set forth below:

Insert Contractor's name

Insert Contractor's Officer's name and title

Date _____

INDIANAPOLIS AIRPORT AUTHORITY

Robert A. Duncan, Chief Operating Officer

Date: _____