SOLICITATION NUMBER: ENG-2016-007

REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR AS-NEEDED ARCHITECTURAL SERVICES
AT JOHN GLENN COLUMBUS INTERNATIONAL,
RICKENBACKER INTERNATIONAL, AND BOLTON
FIELD AIRPORTS

Response Due Date and Time:
August 25, 2016
at 2:00 p.m. Eastern Time

FOR
CRAA PLANNING & ENGINEERING DEPARTMENT
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REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR AS-NEEDED ARCHITECTURAL SERVICES AT JOHN GLENN COLUMBUS INTERNATIONAL, RICKENBACKER INTERNATIONAL, AND BOLTON FIELD AIRPORTS FOR THE COLUMBUS REGIONAL AIRPORT AUTHORITY

The Columbus Regional Airport Authority (CRAA), Columbus, Ohio is soliciting Statements of Qualifications until 2:00 p.m., August 25, 2016 from firms interested in and qualified to provide professional architectural design services as-needed at John Glenn Columbus International, Rickenbacker International, and Bolton Field Airports.

The services may include, but are not limited to, the following:

- Design of renovations of airport terminals, aircraft hangars, and other buildings
- Criteria Architect Services for preparation of Design-Build deliverables
- Commercial building interior design, including space planning
- ADA compliance
- Structural analysis and design
- Mechanical, electrical, and plumbing analysis and design
- Emergency egress and life safety of buildings
- Cost estimating/scheduling
- Meeting coordination and attendance
- Necessary outside agency (city, state, federal) coordination
- Development of bidding and construction documents
- Assistance with bidding/bid process management
- Administrative services during construction
- Other related architectural activities

Publications advertisements begin: Week of July 25, 2016 and August 1, 2016

Website posting: Effective July 25, 2016

It is the policy of the Columbus Regional Airport Authority that Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to participate in the provision of services as outlined in this request. Consultants shall obtain a DBE participation of 18% as noted in the RFQ package. This request for statement of qualifications document, and other items pertinent to the submittal, is available at our website (www.columbusairports.com/construction/rfq.asp) and should be checked frequently for any changes. Addenda shall be posted to the same site and it shall be the Consultant’s responsibility to obtain the addenda from the site, without notification from the CRAA.

The Columbus Regional Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
SECTION 4 - CRAA CONTACT INFORMATION
AND SUBMITTAL INSTRUCTIONS

QUESTIONS RELATING TO REQUEST FOR QUALIFICATIONS

Any and all questions regarding this solicitation must be in written form. For proper identification, the subject line of all communication must state “As-Needed Architectural Services.” Questions must be directed to:

Office of Contracts and Procurement
John Glenn Columbus International Airport
4600 International Gateway
Columbus, Ohio 43219
Email: craaprourement@columbusairports.com
Fax: 614-239-3183

The cut-off date and time for questions regarding this solicitation is Wednesday, August 17, 2016 at 5:00 p.m. Eastern Time. Any responses provided by the CRAA will be posted on the CRAA’s website in the form of an addendum to the original RFQ.

SUBMITTAL INSTRUCTIONS

One (1) electronic (pdf only ON CD ONLY), one (1) Original hard copy and three (3) additional hard copies submittal shall be provided. If there is a discrepancy between the electronic copy and the original hard copy, the original hard copy will take precedence, unless otherwise allowed the CRAA in writing. The submittal on the CD must be in the same order as the original hard copy of the submittal. Submittals on CD not matching the order of the original hard copy may result in the submittal being disqualified. Responses to this solicitation should be sealed, and delivered to:

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

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

SOLICITATION FOR “AS-NEEDED ARCHITECTURAL SERVICES”
DUE: “AUGUST 25, 2016 by 2:00 p.m. Eastern Time”

In the event the response is hand delivered, it must be submitted to the Administrative Office Receptionist so that it is time-stamped upon receipt. The CRAA is not responsible for responses that are not received by the Receptionist in the Administrative Office.
SECTION 5 - INFORMATION FOR RESPONDENTS

TERMS AND CONDITIONS FOR RESPONDENTS
This section sets forth terms and conditions for Respondents responding to this Request for Statements of Qualifications (RFQ).

SPECIAL CONDITIONS: Special conditions included in the specifications of the RFQ and the sample Professional Services Master Agreement or Professional Services Agreement (2016) as attached, if inconsistent with provisions included in "Information for Respondents", shall take precedence over any provisions in "Information for Respondents" to the extent inconsistent.

TEAMING PROHIBITIONS: It is the CRAA’s intent to solicit for separate Construction Management services for applicable projects. To preserve the independent nature of the owner’s representative in the Construction Management team, any consulting firm serving on the selected design team from this solicitation will not be permitted to be on the subsequent Construction Management team.

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

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

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

WITHDRAWAL OF RESPONSES: Respondents may withdraw their responses at any time prior to the due date and time for the receipt of responses. However, no Respondent shall withdraw or cancel a response for a period of one hundred eighty (180) calendar days after the due date and time for the receipt of the statement of qualifications.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM: A DBE goal of 18% has been established for this project. Pursuant to the requirement of 49 CFR Part 26 and Part 21 (see section 20 entitled 'Equal Opportunity’ of the CRAA’s 2016 Professional Services Master Agreement or Professional Services Agreement as applicable to this solicitation), it is the policy of the CRAA that disadvantaged business enterprises shall have the maximum
opportunity to participate in the performance of the required services. Respondents shall develop and implement a plan for a good faith effort to obtain disadvantaged business enterprise participation by companies holding a valid DBE certification by a transportation agency having a DBE Program in the State of Ohio. A copy of the current DBE certification document from an agency within the State of Ohio must be included in the qualifications submittal in order to receive any points in the DBE selection criteria. A current listing of certified DBE firms throughout the state of Ohio can be accessed through the Ohio Unified Certification Program (Ohio UCP) website at www.ohioucp.org. For more information about the CRAA’s DBE Program or what constitutes a “Good Faith Effort”, contact DaWanna Allen, Business Diversity, at dallen@columbusairports.com.

DISQUALIFICATION: Consultant candidates are not to meet or communicate with the CRAA staff or Board members during the pendency of the solicitation process, except as indicated elsewhere in the RFQ. The solicitation process is deemed to have begun when the CRAA has publicized the advertisement of the RFQ. The process is deemed to have concluded when a contract has been fully executed with the selected firm. It is the responsibility of the candidate to know whether [s]he is engaging in an inappropriate ex parte communication with the CRAA staff. Inappropriate communication may result in disqualification from current or future selection processes. When in doubt, please contact CRAA Procurement at craaprocurement@columbusairports.com.

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

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

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

RFQ AWARD DEBRIEFING (In the event of contract award to another Respondent): Once a contract award is made and negotiations are successfully concluded, the CRAA may conduct meetings to debrief other Respondents upon request. Debriefs can occur sooner than successful contract conclusion, however, only if the requesting respondent waives its rights to further consideration within the solicitation process. The award and contract information shall be posted on the CRAA website on the business information page. The CRAA may conduct debriefing meetings up to and including six (6) months after the award and contract information is posted to the CRAA website. After the award and contract information is posted to the CRAA website, Respondents who wish to inquire about any aspect of this RFQ or award should deliver a written request to:
The debriefing request may be delivered to the above office by delivery, mail, e-mail or fax. Please include the title of the RFQ, the Department for which the RFQ was solicited, and the date that responses were due. Indicate the company name and contact information so that the CRAA can respond to the request. Questions requiring research should be submitted a minimum of three business days in advance of any debrief meeting.

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

ADDITIONAL TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT

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

PROFESSIONAL SERVICES MASTER AGREEMENT (2016): The successful Respondent shall execute the select standard agreement hereby incorporated by reference.

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

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

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

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

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

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

**AUTOMATED CLEARING HOUSE (ACH) AND ELECTRONIC FUNDS TRANSFER (EFT)**: The CRAA utilizes Automated Clearing House (ACH) and Electronic Funds Transfer (EFT) for Consultant payments. The Consultant will receive ACH/EFT payments via electronic transfer.
SECTION 6 - ANTICIPATED SCOPE OF SERVICES

INTRODUCTION AND PROJECT BACKGROUND

The CRAA is soliciting for Statements of Qualifications from consultants interested in and qualified to provide and perform professional architectural services on an as-needed basis.

The contract(s) is anticipated to include, but is not limited to, the following services: Provide qualified personnel, under the direction of a registered professional architect and/or engineer to perform such services as designs for construction/renovation of new and existing buildings and other architectural tasks as needed.

Services will be on an “as-needed” or “on-call” basis for all three airports. The period for services is anticipated to be for three (3) years starting January 2017. However, the CRAA may opt to extend the contract on an annual basis for up to two (2) additional years.

PROPOSED SCOPE OF SERVICES (PSS)

The anticipated scope of design and related services may include, but are not necessarily limited to:

- Design of renovations of airport terminals, aircraft hangars, and other buildings
- Criteria Architect Services for preparation of Design-Build deliverables
- Commercial building interior design, including space planning
- ADA compliance
- Structural analysis and design
- Mechanical, electrical, and plumbing analysis and design
- Emergency egress and life safety of buildings
- Cost estimating/scheduling
- Meeting coordination and attendance
- Necessary outside agency (city, state, federal) coordination
- Development of bidding and construction documents
- Assistance with bidding/bid process management
- Administrative services during construction
- Other related architectural activities

POTENTIAL ADDITIONAL SERVICES (PAS)

Additional scope of services may be requested to assist with the following:

- Design of new aviation and non-aviation related facilities
- Surveying and related control
- Hazardous material identification and quantification

PROJECT MANAGEMENT EXPECTATIONS OF THE SELECTED CONSULTANT

The selected consultant will be expected to produce a consultant’s Design Schedule in Primavera (or programs compatible with Primavera) and maintain it throughout the project, with a minimum update occurring once per month. Coordination with the CRAA will include frequent project conference calls, monthly written updates and any necessary preparation/review meetings. The CRAA will also expect the selected consultant to use Primavera Contract Manager (Expedition) throughout the design process.
The CRAA has standard forms and documents which will be required for consultant use and will be provided as necessary. All deliverables will be clear, concise and accompanied by drawings/exhibits as necessary. All documents prepared on behalf of the CRAA will be delivered to the CRAA for review in a modifiable electronic format. It may be required that some submittals be provided in hard-copy as well as electronic. Final documentation shall be provided in both hard-copy as well as modifiable electronic format on CD. Please reference the Professional Services Agreement, made part of this solicitation, for additional detail.

ANTICIPATED SCHEDULE FOR SERVICES

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

- Currently, there have not been any projects identified for services under this contract. Services will be provided on an “on-call” or “as-needed” basis. Exact timeframes will depend on the scope of the project.
- This will be a Professional Master Services Agreement with the project scope and fee negotiated upon identification of a project and issuance of a Task Order. All fees will be cost-plus and based upon the Hourly Rate Determination negotiation, to be completed prior to entering into the contract.
- It is anticipated that this contract will be in effect for three (3) years, with an option for the CRAA to extend the contract at one (1) year each for an additional two (2) years. Anticipated contract execution date is January 2017.
- The proposed value of the contract is not known at this time. Value will depend upon the size and scope of the project identified by each Task Order.
SECTION 7 - SUBMITTAL CONTENTS AND EVALUATION CRITERIA

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

This section provides the required submittal contents and potential points available for each section. The total available points will be one hundred (100). The submittals shall be limited to 40 single-sided (20 double-sided) pages, which includes 8 ½” x 11” and greater, in type no smaller than 10 point aerial font. Any requested items that are not considered against the page count are noted with an “NPC”. Section divider tabs will not be counted against the page total, unless they contain text other than that necessary to define the section. Where noted, appendices may be used for supplemental information and will not be counted against the page total; however, contents of such appendices will not be considered during scoring.

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

1) **Recent Experience within the past five (5) years (25 points).** Provide descriptions of your firm’s/team’s experience with projects similar to those needs noted in the anticipated scope of services. Provide the names of the individuals that worked on the projects described and state if those individuals are proposed for this project. Identify any proposed team members (sub-consultants) that worked on the projects described. Also in this section, elaborate on any “lessons learned” from past experience. **Do not include projects accomplished with the CRAA.** Experience is to include:

   a) Demonstrated experience and knowledge on similar projects of performing architectural and engineering design of renovated and new facilities.
   b) Demonstrated experience and knowledge on similar projects of performing construction cost estimates.
   c) Demonstrated experience and knowledge of necessary regulatory permits and processes.
   d) Demonstrated experience and knowledge on similar projects of using Primavera and Contract Manager.
   e) Demonstrated experience and knowledge on similar projects of performing Criteria Architect Design services.
   f) Demonstrated experience and knowledge on similar projects of performing interior building layout and space planning.
   g) Lessons learned from past project experiences.

2) **Recent Demonstrated Performance within the past five (5) years (15 points).** Provide examples of your firm’s/team’s past performance with projects similar to those needs noted in the anticipated scope of services. Examples shall demonstrate success in bringing similar projects to final completion on time and on budget within the fee initially agreed to with the project owner. Provide specific planned and actual data for the schedule and fees and explain any significant variances. Include the project owner contact information (phone number and e-mail address). Elaborate on hurdles and pitfalls encountered and how your firm/team was able to overcome them to catch up on the schedule or otherwise finish on time. Provide the names of the individuals that worked on the projects described and state if those individuals are proposed for this project. Identify any proposed team members (sub-consultants) that worked on the projects described. **Do not include projects accomplished with the CRAA.**
3) **Personnel Qualifications (20 Points).**
   a) Provide an organizational chart of the proposed team individuals, including sub-consultants. This chart shall at a minimum identify the following positions (or similar title): Project Executive, Project Manager, Project Architect, Project Engineer, Hazardous Material Professional, and Surveyors. State what services will be provided by the individuals shown on the chart.
   b) Include resumes for each key individual of the team, limited to one (1) page per key individual. Identify which team members have experience using Primavera P6. Additional information may be included in an appendix.
   c) Provide a listing of all firms proposed to provide services under this contract. Identify those sub-consultants that the prime firm has worked with previously, identifying the name, location, year, and owner of the project. Additional information regarding each firm may be provided in an appendix. Complete and submit the PERSONNEL BY DISCIPLINE form found in Section 10.

4) **Capacity and Resources Available to Perform the Proposed Services (20 Points)**
   a) Provide the availability of personnel/individuals to be assigned to the project. Provide a chart/matrix of present workload of each key team member, including sub-consultant personnel. The chart/matrix shall state the current projects the team member is working on, the expected completion date of that project, and percentage of time the team member would be available for the project. The CRAA is seeking to understand the percentage of time each key team member would be available should the firm/team be selected.
   b) Describe your firm’s proximity to the project location, how you will situate resources close to the project site, and how these factors will benefit the project and CRAA’s community.
   c) Availability of computers and software, including Primavera products, for the project.
   d) Availability and use of regional construction cost data in the development of construction cost estimates.

5) **DBE Plan (10 Points).**
   Pursuant to 49 CFR Part 26, it is the policy of the CRAA that disadvantaged business enterprises (DBEs) shall have the maximum opportunity to participate in the delivery of services outlined in this request. Respondents are required to demonstrate a good faith effort toward providing meaningful and substantial opportunities for DBE firms. For a maximum score in this area, the DBE Plan evaluation criteria will closely examine:
   a. The quality of DBE sub-consultant opportunities made available;
   b. The scope and breadth of DBE participation sought by the Respondent;
   c. The quality and intensity of efforts made in good faith to maximize opportunities for DBE firms. **Mere pro forma efforts are not good faith efforts and may result in a reduction in the total points awarded for this section;**
   d. The level of integration of DBE sub-consultants into the overall project team; and
   e. The overall DBE participation level to be reasonably achieved, as a result of the Respondents good faith efforts.

For further information on this subject, please refer to the section on DBE participation, Section 5 – Information for Respondents, of this RFQ.
6) **Contracts with CRAA (10 Points).**

The Prime/Lead firm will be evaluated based upon the total amount of invoiced work with the CRAA for the previous two years (August 1, 2014 - July 31, 2016) plus any remaining approved balance. The following scale shall be utilized to determine points awarded:

- $0-$250,000 of invoiced work = 10 points
- $250,001-$500,000 of invoiced work = 8 points
- $500,001-$1,000,000 of invoiced work = 6 points
- $1,000,001-$2,000,000 of invoiced work = 4 points
- $2,000,001-$4,000,000 of invoiced work = 2 points
- Over $4,000,000 of invoiced work = 0 points
SECTION 8 - SELECTION PROCESS

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

SELECTION PROCESS

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

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

Presentations/Interviews: Each short-listed team will be given the opportunity to introduce team members (5 maximum), highlight their qualifications and discuss their project approach to a selection committee. Following each presentation, the committee may conduct a Q&A session, as necessary, with the team representatives. Total points available in a presentation/interview will be one-hundred (100). Guidelines, evaluations criteria, and total points available will be provided in advance of the interview. Additionally, the short-listed firms/teams (both prime and sub-consultants) shall provide to the CRAA: 1) audited annual financial reports for the last two (2) fiscal years or a statement why an audited report is not available; 2) Experience Modifier Rating from the Ohio Bureau of Worker’s Compensation website for each firm of the team that visibly shows the firm’s URL and the full table of data; and 3) Dun & Bradstreet Comprehensive Report. This shall be delivered in one envelope marked "Financial Information" containing a single copy of these reports. It will be destroyed upon completion of the selection process.

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

Contract Negotiations: Within five (5) business days of the Notification of Intent to Negotiate, the highest-ranked consultant shall provide a completed Consultant Hourly Rate Determination Worksheet and all necessary financial information as described in the Consultant Hourly Rate Determination Cost and Pricing Data Requirement found in Section 10 of this RFQ document. Hourly Rate Determination will be in conformance with applicable federal, state, and local laws, regulations and procedures. It should be expected that there will be discussions back and forth between the CRAA and the highest-ranked consultant regarding the Hourly Rate Determination. Time and effort for these negotiations shall not be subject to reimbursable fees.
If the completed Consultant Hourly Rate Determination Worksheet and all necessary financial information is not submitted within five (5) business days, or if Hourly Determination negotiations fail with the highest-ranked consultant, negotiations will commence with the second-ranked consultant (and so on) until a successful negotiation is achieved. Upon completion of Hourly Rate Determination negotiations with the recommended consultant, a final recommendation will be forwarded to the Facilities & Services Committee of the CRAA Board of Directors and then to the CRAA Board of Directors as a whole for approval of an authorizing Resolution.

Final Award: Upon CRAA Board approval of the selected consultant, the consultant shall execute the appropriate Professional Services Agreement, as attached to this RFQ, and return two (2) original signed Agreements for CRAA signature. One (1) copy will be returned to the selected consultant upon full execution. It is currently anticipated that one respondent will be awarded the contract; however, in the event the CRAA considers it in its best interest to award more than one contract, the CRAA may award contract(s) in any manner it determines to be in its best interest. If after a contract is awarded and additional resources are deemed necessary from this solicitation, the CRAA reserves the right to award additional contract(s) as in its best interest.

ANTICIPATED SCHEDULE FOR SELECTION PROCESS

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

RFQ public notice advertisements will appear in the following publication during the weeks of July 25, 2016 and August 1, 2016:

Columbus Dispatch

This RFQ will appear on the Columbus Regional Airport Authority’s website effective July 25, 2016.

Cut-off Date and Time for Questions  August 17, 2016 at 5:00 pm local
Statements of Qualifications Due  August 25, 2016 at 2:00 pm local
Short List Identification  September 16, 2016
Oral Presentations/Interviews  Week of October 17, 2016
Notification of Intent to Negotiate (contract terms)  October 28, 2016
Recommendation to CRAA Board  As-Needed
SECTION 9 – ADDENDUM INFORMATION

THIS SECTION RESERVED FOR ADDENDA, IF NECESSARY
SECTION 10 - ATTACHMENTS

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

FORMS REQUIRED WITH RESPONDENT SUBMITTAL

The following documents are required to be a part of the respondent’s submittal:

- Non Collusion Affidavit (for respondents)
- Respondent’s Personnel by Discipline
- Response Cover Letter Form

FORMS REQUIRED IN RESPONSE TO NOTIFICATION OF INTENT TO NEGOTIATE

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

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

FORMS REQUIRED OF SELECTED RESPONDENT

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

- Delinquent Personal Property Tax Affidavit
- Contract Signature Affidavit (if applicable)
- Professional Services Master Agreement
- IRS W-9 Form
NON-COLLUSION AFFIDAVIT (for respondents)

State of __________________

County of ________________

Request for Qualifications Title:
____________________________________________________________________

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

Signed:

Subscribed and sworn to before me this _____ day of _________________, 20__

Seal

________________________________________

Notary Public
COLUMBUS REGIONAL AIRPORT AUTHORITY

RESPONDENT’S PERSONNEL BY DISCIPLINE

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

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

Firm Name:__________________________________

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<thead>
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<th>Column</th>
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<td>Administrators</td>
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<td>Traffic Engineers</td>
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The below signature indicates the above information is true and correct.

Print Name/Title:__________________________________

Signature:_____________________________ Date: ________________
**TO:** Columbus Regional Airport Authority  
Attn: Office of Contracts and Procurement Administration  
C/o Administrative Office Receptionist  
4600 International Gateway  
Columbus, OH 43219

**FROM:** (Company Name)

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**SUBJECT SOLICITATION:** ENG-2016-007  
AS-NEEDED ARCHITECTURAL SERVICES

The Respondent hereby transmits the attached response to the subject solicitation. The response provides for the ability to complete the work; including the commitment of necessary resources; identified personnel, facilities and supplies for the entire scope of services.

This response shall be valid for one hundred eighty (180) days from the due date/time. The entire RFSQ is included in this response by reference (and is therefore not attached.) The following person(s) prepared this response:

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<tr>
<th>Name</th>
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RESPONSE COVERLETTER FORM
Page 2 of 2

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship to Company</th>
<th>Telephone number/e-mail address</th>
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The following sub-consultant(s), proposed in this response, shall be performing work on this engagement as follows:

<table>
<thead>
<tr>
<th>Company Name(s)</th>
<th>Size and Location of Company</th>
<th>Work to be performed and person(s) identified</th>
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The Respondent hereby acknowledges that they have read, understand and agree with the proposed contract requirements should they be the selected firm.

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

Signature: ____________________________ Date: __________

Name and Title: ____________________________________________
Audit Guide for Consulting Services Cost Rates

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<td>ii. Requesting Rate Increases</td>
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<td>iii. Requesting Rate Decreases</td>
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History

The Columbus Regional Airport Authority “CRAA or the Authority” views its responsibility to the Airlines, our Board of Directors and the public we serve very seriously. One of our goals is to provide premier service at the lowest possible cost.

We consider it is our fiscal responsibility to ensure the fees we pay for consulting services are reasonable.

Considering that the CRAA’s current enplanement levels are at levels seen in the late 1990’s, our challenge is to maintain costs at reasonable levels. As part of Best Practices, we are continuously evaluating all of our procurement practices in order to be as efficient as possible in managing expenses.

Our desire is to provide a low cost airport for our airline partners to encourage them, not only to maintain their current business, but to increase services.

Purpose and Objectives

The primary purpose of the Audit Guide is to clearly communicate to our partners why CRAA reviews Consultant’s cost rates and to establish standards for the work that our Audit group performs.

CRAA’s Audit group conducts cost and compliance audits for management to ensure that funds paid to outside organizations are eligible for reimbursement and that the firms comply with federal and state rules & regulations and the terms of the contract or agreement.

Our auditors expect to identify the items of cost by finding supporting documentation to substantiate each item of cost included in a firm’s billing rates. This audit trail should lead the auditor from the costs billed to CRAA to the original supporting documentation such as time sheets, payroll records, invoices, work sheets, etc. used in developing labor and overhead rates.
Audit and Consultant Process

In order for Consultants and Contractors to understand CRAA’s audit process, here is an example of our process:

a. CRAA identifies a need for a project and a project charter is developed to document the project description, justification, estimated costs, etc.

b. An internal team of individuals reviews the project charter and approves the project for inclusion in the Capital Budget (rolling 2 year budget).

c. The Capital Budget is approved by CRAA’s Board of Directors in November.

d. CRAA advertises a Request for Qualifications “RFQ.” (Included in the RFQ is a section that communicates CRAA’s Wage Rate Determination process.)

e. Firms respond with statements of qualifications and experience.

f. Consultant selection interviews take place. (Included in the process is a confirmation of the Wage Rate Determination process.)

g. Based on the interview process, a firm is selected.

h. CRAA creates a Negotiation Team that includes Authority members from Procurement, Legal and Audit in addition to our Project Manager. This team has the authority to negotiate the terms and conditions for the agreement and includes labor, overhead and profit components for the contract.

i. Upon notice of our intent to negotiate, the consulting firm will be required to provide a list of individuals on their negotiating team. This team shall include at a minimum: the planned Project Manager and a representative from your firm’s Legal and Accounting groups. This team must have authority to make financial commitments on behalf of the consulting firm.
j. Requested records will be provided by the consultant within seven (7) business days from the date of receipt of the Intent to Negotiate. Failure to provide such information may result in a decision by CRAA to discontinue negotiations with the highest ranked firm and start negotiations with the next highest ranked firm.

k. In the event the proposed Prime and/or Sub-Consultant is not able to negotiate an acceptable Wage Rate Determination (WRD) with the Authority, the prime consultant shall be given written (may be electronic) notice that the negotiations are subject to failure. The prime consultant then has five (5) business days to provide a final offer regarding their WRD and/or the Sub-Consultant’s WRD. If the five (5) business days pass without resolution on the final offer the Authority shall notify the recommended Prime Consultant, in writing (may be electronic), that the final offer negotiations have failed and, therefore, that negotiations have failed for the entire team. The decision of the Authority shall be final. The Authority shall then move to the next highest-ranked consultant. This process will continue until a successful negotiation is achieved or the Authority, at its option, may choose to commence a new selection process.

l. Within three (3) weeks from receipt of the records from the consultant CRAA’s proposed Overhead rates will be provided to the consultant and negotiations will commence.

m. Upon successful completion of the negotiations, the CRAA will establish Wage Rates, Overhead and Profit for the respective Consultant and any Sub-consultants for the referenced project or agreement only. Overhead and profit shall not be adjusted throughout the term of the agreement. Wage Rates may only be adjusted as outlined in the Agreement.

n. As work progresses, the consultant will submit monthly billings for work performed based on the Agreement or Task Orders.

o. The Audit group has up to three (3) years from the completion of the contract to conduct a final audit of the consultant and the sub-consultants’ records. This time limit is usually established in the agreement between CRAA and the consultant.
Audit Standards

OCP notifies CRAA’s Audit group when they begin the contractor selection process for any capital project that has component costs that include professional fees for research, design, construction management, environmental or other studies.

All Consultants will be required to submit within seven (7) days of receipt of the Intent to Negotiate, at a minimum their most recent Federal Acquisition Regulation “FAR” audit, financial statements, payroll registers, a listing of other direct costs, and the completed electronic version of the Wage Rate Determination “WRD” Form (See Appendix A of this Audit Guide for Instructions and Worksheet) for the prime consultant and sub-consultants. If a FAR audit is not available, an in depth analysis will be required to determine justification of the firm’s billing rates.

The Audit group will review professional services following the guidelines established below:

1. Projects under CRAA’s target $300,000 may be subject to additional verification and will require Firm certifications as follows:

   a. Written certification that the overhead rates include no bonus payments for past performance on other projects.

   b. Written certification that the advertising and marketing expenses include allowable costs as specified in the FAR provisions (see 31.205-1 & 31.205-38.)

   c. Written certification that the productivity (defined as direct salaries divided by total salaries) used in the overhead rate is no less than CRAA’s stated rate. Currently, CRAA’s stated rate is 59.8%. This rate changes annually upon publication of new guidelines.
2. Projects that are over CRAA’s target threshold ($300,000), but have an overhead rate equal to or less than 140% will be selected for review of backup documentation in two (2) main areas:

   a. A review of the overhead rate will be completed to verify that there are no bonus payments for past performance on other projects included in the calculation of the overhead rate.

   b. The productivity rate (defined as direct salaries divided by total salaries) will be reviewed to verify that direct salaries are no less than CRAA’s stated rate. Currently, CRAA’s stated rate is 59.8%.

3. Projects that are over CRAA’s target threshold ($300,000) and also have an overhead rate in excess of 140% will be selected for a more extensive review of the supporting financial information and WRD analysis.
Wage Rate Determination Overview

The Authority requires specific documentation of proposed cost and pricing data from the highest ranked Consultant and each sub-consultant. The following instructions will assist in the accurate completion of the Consultant Hourly WRD Worksheets.

The highest ranked Consultant and related sub-consultants shall provide the following information to the Authority within seven (7) business days after the Notice of Intent to Negotiate has been received. Failure to provide such information in a timely manner may result in a decision by CRAA to discontinue negotiations with the highest-ranked consultant and to begin negotiations with the next highest-ranked consultant.

It is the prime consultant’s responsibility to supply the Worksheet and Instructions to each sub-consultant. The sub-consultant will return these completed items to the prime consultant or directly to CRAA’s Audit Dept., in the electronic format specified by the Authority. Sub-consultants’ documents are required within the same seven (7) business day timeframe noted in the above paragraph.

All documents shall be provided in an electronic format to the CRAA Project Manager assigned to the project. Any information considered confidential should be marked or transmitted as such.

All consultants and sub-consultants are required to submit, at a minimum, the following documents (See detailed instructions and sample worksheet in Appendix A):

1. Wage Rate Determination
   a. WRD – Based on an Hourly rate
      i. Completed WRD worksheet in Excel format
      ii. Payroll reports (detailed) for two (2) recent pay periods
      iii. For adjustments
         1. To add employees to the WRD, complete:
a. Name
b. Position
c. Hourly rate requested
d. Are they paid hourly or salary
e. Two recent detailed payroll registers

2. To request a Wage Rate Increase:

a. Only after 12 months on contract, lesser of:
   i. The actual increase/decrease, or
   ii. The Over-The-Year Percent Change, Real Average Hourly Earnings, established by the US Bureau of Labor Statistics, Table A-2.

3. To submit a Wage Rate Decrease:

   a. Submit new WRD within thirty (30) calendar days of decrease.

2. WRD – Overhead Rate

i. State Requested Overhead Rate:
   i. If actual is less than 140%, use actual
   ii. If actual is greater than 140%, use:
      1. The Actual, or
      2. Elect to use 140%

ii. Financial statements (detailed), audited if available (if not audited, then highest independently reviewed level available):
   i. Most recent annual financial statements
   ii. Include a detailed general ledger (electronic) of your most recent full fiscal year

iii. FAR Audit or additional information:
   i. If you have a FAR Audit, provide the FAR Audit report with all supplemental schedules
   ii. If you do not have a FAR audit, provide a schedule showing calculation of the overhead rate
iv. Provide a written explanation on how the Overhead Rate is reviewed and calculated. The final overhead rate will remain in effect for the term of the contract.

3. WRD - Profit Rate
   a. State requested Profit Rate
   b. The Authority considers both Federal DOT and FAR guidelines in establishing fair and reasonable profit. All firms must provide justification if requesting profit rates are in excess of eight (8.0%) percent. The final profit rate will remain in effect for the term of the contract.

4. Other Direct Costs (ODC)
   a. Provide a schedule identifying and showing the calculation of ODC
   b. Note: No markup on ODC is allowed

5. Sub-consultant Costs
   a. Note: No markup on Sub-consultant Costs is allowed unless specifically stated in the contract.

6. Miscellaneous Information
   a. Do not protect any Excel electronic forms submitted other than, possibly, a password to open. If a password is required to open the document, please remember to advise the Authority of the password.
Frequently Asked Questions

1. Does CRAA have a cap on the overhead rates?
   a. Yes, 200%. CRAA will complete an in depth review of overhead rate calculations that are over 140%. However, if rates over that guideline can be substantiated, CRAA may allow a higher overhead rate not to exceed the cap.

2. How is the productivity rate calculated?
   a. Productivity is calculated by dividing direct salaries by total salaries. If direct salaries are $600,000 and total salaries are $1,000,000, the productivity rate is 60%.

3. What are CRAA’s guidelines on productivity rates?
   a. CRAA’s current stated productivity rate is 59.8%. If direct salaries are $500,000 and indirect salaries are $500,000, CRAA will reclassify $98,000 from indirect to direct salaries for the overhead rate calculation in order to meet the published productivity percentage rate. The stated rate may be adjusted from time to time. (See FAQ 4.a. below.)

4. Is the 59.8% productivity percentage that CRAA utilizes as an estimate subject to changes?
   a. This percentage is adjusted annually to reflect changes in the economy. CRAA may use various sources to arrive at the percentages, including but not limited to, Annual Financial Performance Surveys published by the American Council of Engineering Companies of Ohio (ACEC); the Professional Services Management Journal (PSMJ); and Zweig White, as well as other relevant published guidelines that may be available on an historical basis.

5. Why are bonuses excluded in the overhead calculations?
   a. Bonus payments are expenses that are paid based on past profits. They essentially reflect a distribution of company profits from previous year’s profits and earnings. As such, CRAA will not pay for bonuses in the current overhead rates that are the results of profits from other projects.
6. What are allowable advertising & public relations costs?

a. Generally, CRAA follows the guidelines of allowable advertising and public relations costs that are defined in FAR sections 31.205-1 (d) and 31.205-1 (e). However, if allowable and non-allowable advertising, marketing and public relations costs are not shown separately, backup documentation may be reviewed in sufficient detail to determine the appropriateness of allowable costs.
1. Ohio Department of Transportation includes helpful information regarding the Federal Acquisition Regulation ‘FAR’ Part 31 and the American Association of State Highway and Transportation Officials ‘AASHTO’ Uniform Audit & Accounting Guide at the following link: http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx

2. This CRAA’s Consultants’ Audit Guide can be found on the Columbus Regional Airport Authority’s website at the following link: http://columbusairports.com/files/doing-business/pdfs/craa-wage-rate-determination-2015.pdf
APPENDIX A

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### Exhibit 1

**Wage Rate Determination Worksheet**

Columbus Regional Airport Authority  
Consultant Hourly Wage Rate Determination (WRD) Worksheet

Once CRAA has issued a Notice of Intent to Negotiate this worksheet shall be completed, in Excel format, in its entirety in order to begin fee negotiations. To ensure accurate completion of this Worksheet, refer to the WRD Instructions provided with this form. Current, detailed payroll registers for 2 recent pay periods must always accompany the Hourly Wage Rate Determination Worksheet (WRD).

<table>
<thead>
<tr>
<th>Employee Name (1)</th>
<th>Job Title</th>
<th>H/S</th>
<th>(Column A) Actual Hourly Rate</th>
<th>(Column B) Overhead (2)</th>
<th>(Column C) Profit (3)</th>
<th>(Column D) Loaded Hourly Rate (A+B+C)</th>
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</thead>
<tbody>
<tr>
<td>Doe, Jane (at 140% OH and 8% Profit)</td>
<td>Project Assistant</td>
<td>H</td>
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**Notes:**

1. List all staff (employees only) that may work on the project and their actual base hourly compensation earned at the time this form is submitted. After completion of fee negotiations and execution of a contract between CRAA and the highest-ranked consultant, this form shall be updated within thirty (30) days for any personnel changes and resubmitted along with two (2) recent payroll registers to the Project Manager for approval. Actual rate may not exceed $100.00/hour.

2. Use the WRD Instructions as a guide to determining the overhead rate. This calculation is Column A times the overhead percentage.

3. If the profit percentage exceeds 8.0%, provide documentation necessary to justify the unique circumstances that would warrant a higher percentage. This calculation is Column A plus Column B times the profit percentage stated in Column C.

4. Do not list employees whose wages are included in overhead. Examples: Estimating, Safety, Economic Inclusion.

H/S - Indicate whether the employee is hourly or salaried.

Effective 03/17/2010
Wage Rate Determination Detailed Instructions

The WRD worksheet shall be completed using the supplied Microsoft Excel spreadsheet (do not make any entries or changes on the 2nd tab of the worksheet labeled ‘for CRAA use only.’ The form shall be submitted electronically to the Authority’s Project Manager. Non-Excel versions will not be accepted.

1. WRD – Hourly Rate (WRD & Payroll reports)
   
a. **WRD form** - The prime Proposer and related sub-consultants shall complete the electronic (Excel) Consultant Hourly Wage Rate Determination (WRD) worksheet in its entirety, supplying:
      
      i. Name of each employee (no sub-consultants) planned to work on the project
      ii. Job classification
      iii. Hourly or salaried
      iv. Current hourly base rate of pay. This is the raw wage rate (no fringes, burden, etc.).
      v. The Authority considers a raw (base) rate of pay greater than $100/hour excessive and limits the raw rate accordingly.
      vi. Requested overhead (o/h) rate percentage (this is your actual o/h rate or less)
      vii. Profit rate requested

b. **Payroll registers** - Current, detailed payroll registers covering the last two pay periods that support the current hourly base rate of pay. The payroll registers should show, at a minimum:
      
      i. Each employee planned to work on the job
      ii. Actual hourly rate of pay (or enough information to easily calculate an hourly rate, such as annual salary)
      iii. Hours worked
      iv. Payroll deductions
      v. All other information typically stated on a payroll register.
      vi. Registers must be actual payroll registers. Certifications by officers, Excel spreadsheets listing employees and pay rates, etc. cannot be accepted.
c. **Adjustments**

i. **Adding employees to an approved WRD**

1. If during the contract you must add employees to the WRD, submit the following information for each employee to your Project Manager:
   
   a. Employee’s full name
   b. Position
   c. Hourly rate requested
   d. Whether they are paid hourly or salary
   e. Two recent detailed payroll registers

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

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

ii. **Requesting a rate increase**

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

   a. All items listed above in ‘1. a. WRD form,’ with the following exceptions:

      i. 1. a. vi. – enter the overhead rate agreed to for the project.
      ii. 1. a. vii. – enter the profit rate agreed to for the project.

   b. All items listed above in ‘1. b. Payroll Registers.’

2. If approved by the Authority, Actual Hourly Rates may be adjusted by the lesser of the following:

   a. The actual wage rate increase or decrease paid to the employee; or

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

iii. Requesting a rate decrease

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

   a. All items listed above in ‘1. a. WRD form,’ with the following exceptions:

      i. 1. a. vi. – enter the overhead rate agreed to for the project.
      ii. 1. a. vii. – enter the profit rate agreed to for the project.

   b. All items listed above in ‘1. b. Payroll Registers’ however the two payroll register should be submitted as follows:

      i. The payroll register covering the pay period immediately before the decrease
      ii. The payroll register covering the first pay period of the decrease

This change applies only to the actual hourly rate. The overhead and profit percentages remain the same throughout the contract.
2. WRD – Overhead Rate (Financial Statements & Overhead Calculation)

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

a. Requested Overhead Rate - State the Requested Overhead Rate on the WRD worksheet

   i. If actual overhead rate is less than or equal to 140%
      
      1. Enter the actual overhead rate.

   ii. If actual overhead rate is over 140%
      
      1. Actual, or
      2. Consultant may elect to accept a rate of 140% in lieu of a full review by the Authority. This election is made by entering an overhead rate of 140% on the WRD worksheet.

   iii. All documents must still be submitted in order for the Authority to verify the actual overhead rate.

b. Financial Statements (detailed), audited if available

   i. Most recent annual financial statements
      
      1. Audited, if available. If not available then (in order of preference):
         
         a. reviewed
         b. compiled
         c. internally prepared

      Be sure to include a breakout of G & A Expenses, Direct Labor and Paid Time Off (PTO)

      2. If the financial statements include multiple entities or disciplines (i.e., Engineering, design, construction management, etc.), consolidated financial statements shall be provided detailing each respective business unit’s financial activity.
3. Any financial results relating to parent or subsidiary companies may be removed from the multiplier calculation by the Authority.

ii. Include a detailed general ledger (electronic, excel) of your most recent full fiscal year. The general ledger should agree to the financial statements (in total). If they don’t agree, a reconciliation must be provided.

iii. Detail of all costs (other than labor) included in the overhead or indirect costs that are chargeable to/reimbursable under this or any other project. Examples of these cost categories are:

1. Travel
2. Equipment rental
3. Specialized test equipment for other projects
4. Blueprint, drawing, or report preparation/reproduction
5. Supplies
6. Site costs/costs of special off-site projects
7. Sub-consultant costs/outside labor or services

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

c. FAR (Federal Acquisition Regulations) Analysis

i. If you have a FAR Audit

1. FAR Audit Report

   a. Include entire report
   b. Include all supplemental schedules
   c. Report on Internal Controls for the audit period that corresponds to the FAR Audit Report.

ii. If you do not have a FAR Audit

1. A schedule showing the calculation of your overhead rate.
2. A review, in accordance with Federal Acquisition Regulation (FAR) 31 standards, of the financial statements and indirect costs will be necessary. The Authority will review the financial statements and initial overhead calculation. If it is determined by the Authority that a full FAR audit is necessary:

a. Due to the timing of the Project, the Authority may decide to move to the next qualified firm, or

b. The Authority or the Authority’s representative shall initiate a review of the cost allocation and overhead calculations. All costs associated with this review by the Authority shall be reimbursed by the Proposer.

c. The Proposer or sub-consultant may have an audit performed by its own independent CPA firm if:
   i. it can be completed timely,
   ii. there is a firm completion date from the CPA firm, and
   iii. the timing is agreed to by the Authority.

3. The totals on the unadjusted column of the FAR report should agree to the financial statements and the detail general ledger. If they do not, a reconciliation must be provided which includes a detailed listing of all overhead/indirect expenses from the general ledger that agrees to the financial numbers in the FAR Audit Report (unadjusted column). This information should be provided in an electronic Excel file for all expense categories detailing the date, description and corresponding cost.

d. How the overhead rate is reviewed and calculated

The Authority will apply FAR standards to the financial statements as well as some Authority criteria, such as treatment of bonus payments. If you have a FAR Audit the Authority may make additional adjustments in accordance with the Authority’s interpretation of the FAR.
In order to apply FAR 31.201-3, Reasonableness, the Authority will use Zweig White & Associates, Inc.’s current “Financial Performance Survey” to review benchmark percentages for certain items. This may include review of items such as productivity, insurance, retirement contributions, etc. that are a component of overhead. The Authority will adjust the overhead rate for category percentages that fall outside those benchmarks listed within the ZweigWhite Survey.

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

For example:

In 2014 the medium chargeable rate was 59.8%. If direct salaries are $500,000 and indirect salaries are $500,000, the benchmark indicates that direct salaries should be $598,000 ($1,000,000 x 59.8%) and Indirect Salaries should be $402,000 ($1,000,000 x 40.2%). An adjustment of $98,000 ($598,000 – $500,000) would be made reducing indirect salaries and increasing direct salaries.

Once the review is completed the Authority will calculate a revised overhead multiplier based on the information stated above.

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

3. WRD - Profit.

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

The final profit rate will remain in effect for the life of the contract.
4. Other Direct Costs (ODC).

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

a. Identify all Other Direct Costs for this project and the rationale used as a basis for the costs.

   i. Do not include any costs that are a component of Indirect Overhead, including items that have been depreciated.

   ii. For each ODC, provide the unit price and/or rate with supporting rationale, historical data and estimating methodology used to validate it.

   iii. **Failure to identify ODCs with submission of the WRD results in a presumption that there are no ODCs (highlighted for emphasis) for this work.**

   iv. ODC will be reimbursed according to the Authority’s expense reimbursement policy once the consultant has submitted proper documentation (invoice, etc.)

   v. In accordance with Authority policy, Consultants shall not mark up ODC.

5. Sub-consultant Costs

In accordance with Authority policy, Consultants shall not mark up sub-consultant costs, unless/except as stated in the contract.

6. Miscellaneous

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

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

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

STATE OF __________________________

COUNTY OF __________________________

__________________________, being first duly sworn, deposes and says that

he/she is __________________________ of, __________________________

.Title________________________ (Company)________________________,

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

________________________ (Describe or Identify Contract)

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

(was) (was not)

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

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__________________________ (AFFIANT)

Subscribed and sworn to before me this

______ day of ______________________, 20__

SEAL

__________________________ Notary Public
CONTRACT SIGNATURE AFFIDAVIT

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

COUNTY OF ______________________

STATE OF ______________________

__________________________________, Being first duly sworn, deposes and says that

he is ___________________________ of ________________________________,

_________________________________________ (COMPANY)

a corporation, company or partnership organized and existing under and by virtue of the

laws of the State of ________________________________, and having its principal

offices at ________________________________,

(STREET AND NUMBER) ________________________________ (CITY)

______________________________________________ (COUNTY) ____________________________(STATE)

is familiar with the records, minute books and by-laws of ________________________________

(COMPANY)

Affiant further says that ________________________________, (NAME-OTHER THAN AFFIANT)

is authorized to sign the CONTRACT for ________________________________, for

said Corporation, Company or Partnership by virtue of ________________________________

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

Agreement or Agency.)

_________________________________ (AFFIANT)

(If by Resolution, give date of adoption)

Subscribed and sworn to before me this

_____ day of _________________, 20__

SEAL

__________________________________________ Notary Public
PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

COLUMBUS REGIONAL AIRPORT AUTHORITY
"CRAA"

AND

"CONSULTANT"

FOR

SOLICITATION NO. __________________________
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PROFESSIONAL SERVICES MASTER AGREEMENT

THIS PROFESSIONAL SERVICES MASTER AGREEMENT, entered into this __________ day of __________, 20__, by and between __________ (“Consultant”), and Columbus Regional Airport Authority, (“CRAA”), a port authority organized and existing under the laws of the State of Ohio.

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

The Consultant must perform and provide all of the services described in this Agreement, which shall be performed on a task order basis. “Task Order” shall mean a specific order for services by the CRAA and agreed to be performed by Consultant pursuant to this Agreement. The parties shall establish the specific scopes of services, deliverables and prices on a not-to-exceed basis for each Task Order. Each executed Task Order shall become a part of this Agreement and Consultant shall commence Task Order services only after execution by both parties of the Task Order form provided pursuant to Schedule E. For each Task Order, the parties agree to use the rates established in Schedule A, including Attachment A, Consultant Hourly Rate Determination, attached thereto which by this reference are incorporated into and made a part of this Agreement.

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

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

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

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

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

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

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

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

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

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

a. Exhibit A – Reimbursement Policy
b. Schedule A, including Attachment A (Consultant Hourly Rate Determination)
c. Schedule B – Diversity Business Enterprise (DBE)/Diversity Business Partner (DBP)
   Invoice Disbursement Form
d. Schedule C – Design Professionals Standard Pay Application

e. Schedule D – Task Order Performance Evaluation

f. Schedule E – Task Order Authorization

g. Schedule F – Delinquent Personal Property Tax Affidavit

h. Schedule G – Contract Affidavit

i. Schedule H – Insurance Minimum Coverage

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

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

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

Section 6. Costs for Re-bidding Due to Variance from Engineer’s Estimate: Upon completion of any design, the Consultant may be required to submit a detailed construction cost ("engineer's") estimate to the CRAA. As state law requires the re-bid of any project where the lowest bid is more than ten percent (10%) higher than the engineer's estimate, the Consultant's estimate should take into account all considerations (i.e., time of year, economic/market considerations, night work, etc.) in order to accurately represent the probable cost of construction. If the Consultant’s estimate is used as the Engineer’s Estimate for bidding purposes, and if the project must be re-bid due to factors within the Consultant's control (i.e., mathematical or clerical errors in the computation of the estimate; omission of one or more components of the project from the estimate; etc.), the Consultant will be responsible for all costs associated with re-bidding a project, including but not limited to its own costs to prepare the necessary documents and complete the re-bid as well as the all of the CRAA’s actual costs to complete the re-bid.

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

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

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

Unless directed otherwise in the contract documents all invoices shall be submitted to accounts payable@columbusairports.com or Columbus Regional Airport Authority, Accounts Payable Department, 4600 International Gateway, Columbus, OH 43219.

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

Section 11. Termination for Convenience by CRAA: Upon written notice to the Consultant, the CRAA may, without cause and without prejudice to any other right or remedy it may have, elect to terminate all or part of the Agreement, including individual task orders. In such case, the CRAA will pay the Consultant for all services that the Consultant satisfactorily performed prior to the date of termination, based upon the percentage of work then completed and supporting documentation satisfactory to the CRAA demonstrating expenses actually incurred and services actually performed. Notwithstanding the foregoing, if the CRAA terminates this Agreement as a termination for convenience, but there exists an event of the Consultant’s default, the Consultant will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default as provided in Section 12.

Section 12: Termination by the CRAA for Cause: The CRAA may, after giving the Consultant 30 days’ written notice, except in the event of an emergency as determined by the CRAA in which case the CRAA need not give any advance notice, terminate this Agreement for default upon the occurrence of any of the following events as determined by the CRAA:
a. If the Consultant fails to perform the services in accordance with the Agreement including, but not limited to, failure to supply sufficient qualified staff or failure to prosecute the services promptly and diligently;
b. If the Consultant makes a general assignment for the benefit of creditors;
c. If the Consultant violates in any material way any provisions of the Contract Documents;
d. If the Consultant admits in writing an inability to pay its debts generally as they become due;
e. If a trustee, receiver, custodian, or agent of the Consultant is appointed under applicable law or under contract whose appointment of authority to take charge of property of the Consultant is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Consultant’s creditors;
f. If the Consultant commences a voluntary action under any chapter of the United States Bankruptcy Code as now or hereafter in effect or if Consultant takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
g. If a petition is filed against the Consultant under any chapter of the United States Bankruptcy Code as now or hereafter in effect at the time of filing or a petition is filed seeking any such equivalent or similar relief against the Consultant under any other federal or state law in effect at such time relating to bankruptcy or insolvency.

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

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

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

Section 14. Confidentiality: Except with CRAA’s prior written approval, during and after the term of this Agreement, Consultant and Consultant’s employees shall not disclose in any manner to any person other than the CRAA and its designated representatives, or as required by law, any information obtained during the term of this Agreement concerning matters herein or the business of the CRAA. This provision shall survive for fifteen (15) years from the termination of this Agreement. Notwithstanding the foregoing, confidential information shall not include any information that is in the public domain or becomes publicly known through no fault of Consultant, or is otherwise properly received from a third party without an obligation of confidentiality.

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

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

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

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

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

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

Section 20. Equal Opportunity/Civil Rights:

Requirements of 49 CFR Part 26

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

Consultant agrees to ensure that DBE/DBPs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE/DBPs have the maximum opportunity to compete for and perform contracts. The Consultant, sub-recipient or Sub-Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this
Consultant further agrees that each subcontract it signs with a Sub-Consultant will include the following language as required by 49 CFR Part 26.13:

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

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

with copy to Legal Services

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

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

If any change causes an increase in the scope of work, additional cost to Consultant, or time required for the performance of any part of the services under this Agreement, an equitable adjustment shall be made to the time of performance of and the fee payable under this Agreement as may be negotiated with the CRAA. Such change shall be made only upon an executed amendment to this Agreement. Prior to commencing work on any services which the Consultant considers may constitute additional work the Consultant shall notify the CRAA in writing and shall submit written cost estimates for the tasks to be completed to the CRAA. No increase in fee or extension of time for performance shall be effective until the price to be paid for the additional services pursuant to the amendment to this Agreement is executed by the parties. Failure to notify the CRAA of additional work prior to commencing that work may result in non-payment for that additional work.

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

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

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

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

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

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

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

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

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

The Commercial General Liability (CGL) insurance must be written on ISO occurrence form CG 00 01 04 13 or a substitute form providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.)

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

If E&O coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly state that fact. In addition to all other coverage requirements, the policy shall provide that: (1) the policy must be in effect as of the date of this Agreement and the retroactive date shall be no later than the date of this Agreement; (2) if any policy is not renewed or the retroactive date of such policy is to be changed, the Consultant shall obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. The extended reporting provision shall be of at least three (3) years; (3) no prior acts exclusion to which coverage is subject that predated the date of this Agreement; (4) policy allows for reporting of circumstances or incidents that might give rise to future claims.

See Exhibit H for insurance minimum coverages.

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

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

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

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

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

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

a. Mediation. Any dispute arising out of or related to the Agreement that cannot be resolved through good-faith negotiation as provided above is subject to mediation as provided in this Paragraph 26(a) as a condition precedent to the commencement of a legal proceeding by either party. The provisions of this Paragraph 26(a) shall survive the termination of the Contract. Mediation shall be commenced upon one party’s delivery to the other party of a written request for mediation. The request for mediation, however, shall not be made until after the expiration of forty-five (45) days after the initiation of good-faith negotiations. The mediation shall proceed as expeditiously as possible and be concluded in any event within one hundred twenty (120) days after the delivery of the request for mediation. If the mediation is not concluded within such period, then the parties shall no longer be bound thereby unless they agree to extend the period. The mediation shall otherwise be in accordance with procedures mutually agreed upon by the CRAA, the Consultant, and the mediator(s).

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

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

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

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

Section 30. Incorporation of Regulations: Consultant acknowledges and agrees that the services to be performed under this Agreement are subject to all applicable federal, state and local statutes, rules, regulations and assurances including all such statutes, rules, regulations and assurances which may be prerequisite to or a condition of the CRAA receiving any federal or state grant or loan or other governmental assistance. Consultant shall perform the services in compliance with such requirement including without limitation all applicable FAA requirements including those requirements, which may be attached as additional exhibits to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Consultant shall create all drawings in accordance with CRAA CAD and GIS Standards. All drawings
must be created using AutoDesk’s AutoCAD software, release 2004 or higher, as defined by the CRAA CAD and GIS Standards.

Consultants submitting database related information shall comply with the CRAA’s Geographical Information System (GIS) Standards, dated October 2004. All database files must be created in Access or in compatible software capable of importing data into Microsoft Access. Specific detailed submittal requirements are defined in each standard. To obtain a copy of the CRAA Standards and for all questions related to them, please contact the CRAA GIS Supervisor at 614-239-5041.


Section 41. Americans with Disabilities/Title VI Compliance: Consultant shall ensure that all drawings developed pursuant to this Agreement are in compliance with the Americans with Disabilities Act, the Air Carriers Access Act, Title VI of the Civil Rights Act of 1964 (Limited English Proficiency), and all applicable regulations, advisory circulars, standards, guidance documents and similar materials including, if applicable, the 2010 ADA Standards for Accessible Design, as it may from time to time be revised. Corrections of any submissions not meeting current accessibility criteria will be the responsibility, including financial responsibility, of the Consultant. SEE SUZANNE BELL FOR LANGUAGE

Section 42. License: Consultants must comply with the statutory requirements of the State of Ohio relative to the licensing of corporations organized under the laws of any other state or country and other pertinent requirements for doing business in Ohio. Before an agreement will be awarded to a non-resident foreign corporation or a person or partnership of the State of Ohio, such non-resident foreign corporation, person or partnership shall provide the CRAA with a copy of its “Original Appointment of Agent” as filed with the Ohio Secretary of State.

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

[Consultant’s Name]

BY: ___________________________________________________________________

TITLE: ___________________________________________________________________

DATE: ___________________________________________________________________

COLUMBUS REGIONAL AIRPORT AUTHORITY
This policy establishes baseline requirements for reimbursement for project costs other than direct labor. This Policy applies to professional consultants, hereinafter referred to as "Consultant," to the Columbus Regional Airport Authority, hereinafter referred to as "Authority." These requirements shall only be modified by special conditions noted in the contract or agreement, or by a written amendment to the contract or agreement with the approval of both parties. This policy shall not be changed or amended by Task Order issued against a Master Agreement.

In general, all reimbursement requests shall come from the consulting firm and not directly from the Consultant's employees. All requests require complete and proper documentation and shall be necessary for the completion of the project. For other direct costs, Consultant shall be reimbursed only for actual costs incurred up to the current US General Services Agency (GSA) rate maximum Lodging and Meal & Incidental Expenses (M&IE) per day allowance; no markup of any type or amount shall be approved or paid by the Authority. As the Authority reserves the right to review and/or disallow any expenses, it is in the Consultant's best interest to obtain written Authority approval before incurring any cost, which may be questionable.

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

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

**Definitions**

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

If the Consultant’s employee travel is more than twelve (12) hours, the Authority shall reimburse actual costs not to exceed seventy-five percent (75%) of the current US General Services Agency (GSA) rate maximum Meal & Incidental Expenses (M&IE) per day allowance. If travel is less than twelve (12) hours, the Authority will not pay any Meal & Incidental Expenses (M&IE).

**Day Traveler:** A Consultant’s employee who travels more than one hundred (100) miles roundtrip from the Consultant’s operating office or residence (whichever is less) to the project site, and is not required to stay overnight. Where the employee is considered a "day traveler" by the Authority, the Consultant shall be reimbursed for mileage at the GSA Privately Owned Vehicle (POV) Mileage Reimbursement Rates, not to exceed $150 per day.

In the event that the Consultant’s employee does not choose to drive to the Authority air transportation shall include Consultant employee’s trip to the Authority project location to begin Work on the project and trip back to Consultant’s operating office or personal residence at the completion of the Work.

The Authority shall retain the option to determine when the Authority’s needs are best served and most cost effective by requiring the Consultant to utilize Air Transportation.
If the Consultant’s employee travel is more than twelve (12) hours, the Authority shall reimburse actual costs not to exceed seventy-five percent (75%) of the current US General Services Agency (GSA) rate maximum Meal & Incidental Expenses (M&IE) per day allowance. If travel is less than twelve (12) hours, the Authority will not pay any Meal & Incidental Expenses (M&IE).

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

1. Reimbursement for Actual Costs not to exceed the current US General Services Agency (GSA) rate maximum Lodging and Meal & Incidental Expenses (M&IE) per day allowance which is established for the city, state and zip code of the location and includes the cost of lodging, meals and incidental expenses. See also #6 in this section.

2. If the Authority requires the Consultant to travel multiple times for the same project (e.g. project status meetings; board and executive staff presentations; inspections) and approved by the Project Manager in writing in advance, the Consultant’s employee shall be reimbursed for mileage at the GSA Privately Owned Vehicle (POV) Mileage Reimbursement Rates for the first trip to the Authority and the last trip from the Authority of each visit requested, not to exceed the cost of Air Transportation as specified below.

3. The Consultant’s employee shall be reimbursed for mileage at the GSA Privately Owned Vehicle (POV) Mileage Reimbursement Rates, for the first trip to the Authority and the last trip from the Authority, not to exceed the cost of Air Transportation as specified below.

4. The Authority shall determine at what point it becomes more cost-effective to provide temporary housing in the form of an apartment rather than a hotel.

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

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

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

   a) The daily-allowed per diem rate for travel in other countries shall be in accordance with the current U.S. Department of State per diem guidelines for the country of the location and including the cost of lodging, meals, and incidental expenses. The URL for the rate information is: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

   b) The daily-allowed per diem rate, for travel in states other than Ohio, shall be in accordance with the current GSA per diem guidelines for the city of the location and including the cost of lodging, meals, and incidental expenses. The URL for the rate information is: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

**Air Transportation**

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

1. Travel plans shall be filed with the Authority Project Manager as far in advance (but at least 24 hours) as possible. Plans shall specify purpose of travel, personnel involved, and proposed deviations from this reimbursement policy, if any. The Authority reserves the right to disallow any travel, which it deems unnecessary for completion of the project. Exceptions to this policy shall be considered on a case-by-case basis.
2. Reimbursable air transportation for out-of-state travel shall be provided by commercial airlines, coach seating, and shall be receipted. If possible, advantage should be taken of special rates or discounts and flights should be scheduled as far in advance as possible. The Authority shall reimburse the expense of one checked bag, if applicable. The Authority shall not reimburse expenses for upgrades within coach seating areas.

3. Transferable premiums or discounts with cash value, if any, shall become the property of the Authority.

4. The Authority shall reimburse Consultant for documented airfare penalty or cancellation charges incurred by Consultant's employee in the event the Authority alters the work schedule after an airline ticket commitment has been made and filed with the Authority Project Manager. Penalties and/or cancellation charges incurred through no fault of the Authority shall not be reimbursed.

5. Consultant employees are personally liable for any charges assessed for unused travel reservations that are not released within the time limits specified.

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

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

1. All contracts involving capital purchases shall stipulate that ownership of all items purchased shall be retained by the Authority.

2. The Consultant shall provide specifications for the rental, lease or purchase of capital item(s) to the Authority Project Manager who shall review them for reasonableness and appropriateness. The Authority Project Manager shall forward the specifications to the Authority's Office of Contracts and Procurement (OCP), which will perform a cost analysis to determine the best methodology for obtaining the capital item(s), including soliciting bids. If solicited by the OCP, the OCP shall provide all bids that meet the approved specifications to the Consultant. The Consultant shall then rent/lease/purchase the item(s) from the lowest bidder, unless the Consultant can provide to the OCP an acceptable justification for obtaining the item(s) from another bidder. Any deviation from this procedure requires prior written approval from the OCP; otherwise, the Authority reserves the right to disallow reimbursement for capital items.

3. All data processing equipment shall be approved by the Authority's Technology Services Department and the OCP prior to purchase or lease.

4. Before any vehicle or other major equipment items can be rented, leased or purchased, the Consultant shall provide to the Authority adequate justification of need, including which employee(s) will have use of the equipment and how long the equipment shall be needed. The Authority reserves the right to determine whether the vehicle or equipment suits the needs of the project and the Authority. The Authority shall provide written notification of the permissions.

5. Rented, leased, or purchased vehicles shall only be provided for the project if other means of on-the-job transportation cannot be provided by the Consultant or the Authority. Whenever practical, the Consultant shall be required to provide his/her own vehicle(s). Vehicles used for travel on the job site shall be reimbursed a mutually agreed upon daily allowance (to cover fuel, miscellaneous operating expenses only), per vehicle, whether rented, leased or owned, for non-commuting job site travel. For environmental purposes, the Consultant is encouraged to car pool when practical. If an Authority-owned vehicle is provided, no reimbursement shall be allowed. If approved, rental vehicles shall be reimbursed as other direct costs. The Authority shall not be responsible for insurance on rental vehicles.

6. The Consultant shall be required to maintain a current detailed inventory of all items purchased with Authority funds. This inventory list (in its entirety) will be provided with each invoice. At the termination of the contract or agreement, the Consultant shall be required to repair or replace any equipment prior to transfer to the Authority, normal wear and tear excepted.

**Maintenance of Office Space**

1. The Authority shall not consider any cost associated with the establishment of a place of business in
Columbus, Ohio as reasonable expenses. The Consultant shall be responsible for his own local office facilities, including rent, office furnishings, and other costs not directly related to the Authority’s project.

2. The Authority shall reimburse for the reasonable costs of maintaining a project management office at the project site. Furnishings shall be purchased in accordance with the procedures outlined in the purchasing of capital items as previously outlined.

**Miscellaneous Items**

1. The Authority reserves the right to question any item submitted for payment and may reduce, modify or refuse to pay any item, which is deemed unreasonable, unnecessary for the completion of the project, or incompatible with Authority reimbursement policies.

2. The Authority shall **not** reimburse for the following:
   - personal phone calls
   - coffee / bottled water service
   - fines and penalties
   - first class airfare
   - entertainment expenses including movies
   - alcoholic beverages
   - barber/hairstylist, manicures, massages, etc.
   - clothing
   - gifts, gratuities and favors for Authority employees
   - gifts, gratuities and favors for non-Authority personnel
   - donations
   - damaged personal possessions
   - losses due to theft during travel
   - laundry

In accordance with the Ohio Revised Code (ORC) Section 5739.02 (B) (13) the Authority is exempt from taxation therefore, goods or services sold to a contractor or consultant for incorporation into a building or project under a contract or an agreement with the Authority are exempt from sales tax. The Authority shall **not** reimburse for any taxes paid by Consultant for any of the tax-exempt qualified expenses submitted as a reimbursable expense. To be exempt from taxation on goods and services heretofore identified as reimbursable, Consultant must submit to each vendor or service provider a tax-exempt form with the Authority’s tax-exempt ID number. Under no circumstances shall Consultant be reimbursed for taxes incurred on goods and services for which no tax-exempt form was submitted to the vendor or service provider.

The Authority’s Tax ID number is: 31-1335829

Please contact the Ohio Taxation Department at [http://www.tax.ohio.gov/portals/0/forms/fill-in/sales_and_use/exemption_certificates/ST_STEC_B_FI.pdf](http://www.tax.ohio.gov/portals/0/forms/fill-in/sales_and_use/exemption_certificates/ST_STEC_B_FI.pdf) to obtain the proper form.
**Daily Commuter:** An assignment in which the Consultant is less than or equal to one hundred (100) miles roundtrip from the Consultant’s operating office or residence (whichever is less) to the project site.

<table>
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<tr>
<th>Date</th>
<th><strong>Actual cost</strong> not to exceed seventy-five percent (75%) of the current US General Services Agency rate maximum Meal &amp; Incidental Expenses per day allowance</th>
<th>Total</th>
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**Day Traveler:** An assignment in which the Consultant is more than one hundred (100) miles roundtrip from the Consultant’s operating office.

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<tr>
<th>Date</th>
<th><strong>Mileage</strong>* not to exceed $150 per day</th>
<th><strong>Lodging/Meals</strong> not to exceed seventy-five percent (75%) the current US General Services Agency rate maximum Lodging and Meal &amp; Incidental Expenses per day allowance</th>
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**Overnight Traveler:** An assignment in which the Consultant is more than one hundred (100) miles roundtrip from the consultant’s operating office and is required to stay overnight on the Authority’s behalf.

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<tr>
<th>Date</th>
<th><strong>Mileage</strong>*</th>
<th><strong>Lodging/Meals</strong> Not to exceed the current US General Services Agency rate maximum Lodging and Meal &amp; Incidental Expenses per day allowance</th>
<th>Total</th>
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**Travel:** Air Transportation, Ground Transportation, or Mileage for travel on behalf of the Authority

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<tr>
<th>Date</th>
<th><strong>Mileage</strong>*</th>
<th><strong>Airfare or Ground Transportation Amount</strong></th>
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**Job Site Travel:** a mutually agreed to rate at commencement of the contract

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<th>Date</th>
<th><strong>Number of Vehicles</strong></th>
<th><strong>Per Vehicle Charge</strong></th>
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Approved: ____________________________  Date: ____________________________

CRAA Project Manager

*For mileage reimbursement, a MapQuest sheet detailing total miles traveled between locations must be attached.*
SCHEDULE A
PROFESSIONAL SERVICES MASTER AGREEMENT
COLUMBUS REGIONAL AIRPORT AUTHORITY

1. Consultant’s Name and Address: ______________________________________________________
   ______________________________________________________
   Telephone: ____________________ Fax: ____________________
   Email: ____________________________
   Attention: ____________________________

2. Type of Entity: ______________________________________________________
   Organized under the laws of the State of ____________________________
   Qualified to do business in the State of Ohio: Yes ☐ No ☐

3. Description of Services: Please provide brief description below. For specific scope, reference attached Master Agreement Scope of Services attached to this Schedule A as Attachment B, which is by reference is incorporated into and made a part of this agreement. Specific scopes of services for individual task orders will be developed and agreed to by task order as provided in the Agreement.

4. Consultant’s employees:

<table>
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<tr>
<th>Name</th>
<th>Job Description</th>
<th>Special Qualifications</th>
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5. Project Manager:

   Consultant: ______________________________________________________
   CRAA: ______________________________________________________
6. Compensation in accordance with the CHRD:
   - Lump Sum of $_______________
   - Hourly not to exceed basis per each Task Order (based on the Consultant Hourly WRD attached as Attachment A)

7. Term:
   Commencing:
   - Upon execution of this Agreement
   - __________________________________________________________________________
   Ending: _______________________________________________________________________

8. Schedule and Time of Performance:
   - Services will be performed on an as needed basis as directed by the CRAA’s Project Manager
   - Scheduled as follows: _____________________________________________________________________

9. Invoicing and Payment:
   Consultant shall provide invoices:
   - once per month
   - upon completion of the project
   - ________________

10. Equipment and Supplies provided by CRAA: ____________________________________________________________________

11. DBP (DBE if Federal funds are used) Participation: ___________________________________________________________________

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

ATTACHMENT A: CONSULTANT HOURLY WAGE RATE DETERMINATION

<Audit Services Department approved Wages would be listed here> - This line should be deleted before finalizing document.
Instructions for Adjustments in the approved Wage Rate Determination:

Adding employees to an approved WRD:

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

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

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

Requesting a rate increase to an approved WRD

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

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

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

1) WRD form - The prime Proposer and related subconsultants shall complete the electronic (Excel) Consultant Hourly WRD worksheet in its entirety, supplying:
   a) Name of each employee (no subconsultants) planned to work on the project
   b) Job classification
   c) Hourly or salaried
   d) Current hourly base rate of pay. This is the raw wage rate (no fringes, burden, etc.).
      i) The CRAA considers a raw (base) rate of pay greater than $100/hour excessive and limits the raw rate accordingly.
   e) The overhead rate agreed to for the project
   f) The profit rate agreed to for the project

2) Payroll registers - Current, detailed payroll registers covering the last two pay periods that support the current hourly base rate of pay. The payroll registers should show, at a minimum:
   a) Each employee planned to work on the job
   b) Actual hourly rate of pay (or enough information to easily calculate an hourly rate, such as annual salary)
   c) Hours worked
   d) Payroll deductions
   e) All other information typically stated on a payroll register.
   f) Registers must be actual payroll registers. Certifications by officers, Excel spreadsheets listing employees and pay rates, etc. cannot be accepted.

If approved by the CRAA, actual hourly rates may be adjusted by the lesser of the following:
   i) The actual wage rate increase paid to the employee; or
   ii) The average percentage rate change in the Consumer Price Index all Urban Consumers (CPI-U)

The CRAA’s Audit Services Department shall make the appropriate adjustments to the WRD and send a new, approved WRD to the Consultant.
Requesting a rate decrease to an approved WRD

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

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

1) WRD form - The prime Proposer and related subconsultants shall complete the electronic (Excel) Consultant Hourly WRD worksheet in its entirety, supplying:
   a) Name of each employee (no subconsultants) planned to work on the project
   b) Job classification
   c) Hourly or salaried
   d) Current hourly base rate of pay. This is the raw wage rate (no fringes, burden, etc.).
      i) The CRAA considers a raw (base) rate of pay greater than $100/hour excessive and limits the raw rate accordingly.
   e) The overhead rate agreed to for the project
   f) The profit rate agreed to for the project

2) Payroll registers - Current, detailed payroll registers covering the last two pay periods that support the current hourly base rate of pay. The payroll registers should show, at a minimum:
   a) Each employee planned to work on the job
   b) Actual hourly rate of pay (or enough information to easily calculate an hourly rate, such as annual salary)
   c) Hours worked
   d) Payroll deductions
   e) All other information typically stated on a payroll register.
   f) Registers must be actual payroll registers. Certifications by officers, Excel spreadsheets listing employees and pay rates, etc. cannot be accepted.
      Note that the two (2) payroll (p/r) registers should be submitted as follows:
      - The p/r register covering the pay period immediately before the decrease
      - The p/r register covering the first pay period of the decrease

The CRAA’s Audit Services Department shall make the appropriate adjustments to the WRD and send a new, approved WRD to the Consultant.
Diversity Business Enterprise (DBE) / Diversity Business Partner (DBP)
Invoice Disbursement Form

<table>
<thead>
<tr>
<th>Subcontractors (Subs + multi-bers) &amp; Tax ID</th>
<th>Subcontractor Certification</th>
<th>Subcontractor Name/Address</th>
<th>Original Contract Amount</th>
<th>Current Contract Amount</th>
<th>Amount Invoiced Period</th>
<th>Amount Paid to Date</th>
<th>% Paid To Date</th>
<th>Contract Start Date (M/D/Y)</th>
<th>Contract End Date (M/D/Y)</th>
<th>Status of DBE/DBP Contract</th>
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<td>01/01/00</td>
<td>(100%)</td>
</tr>
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<td></td>
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<td>-</td>
<td>$</td>
<td>$</td>
<td>$10/100</td>
<td>01/01/00</td>
<td>01/01/00</td>
<td>(100%)</td>
</tr>
<tr>
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<td>$</td>
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<td>$</td>
<td>$</td>
<td>$10/100</td>
<td>01/01/00</td>
<td>01/01/00</td>
<td>(100%)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Suppliers (Subs + multi-bers) &amp; Tax ID</th>
<th>Supplier Certification</th>
<th>Supplier Name/Address</th>
<th>60% Original Contract Amount</th>
<th>60% Current Contract Amount</th>
<th>Amount Invoiced Period</th>
<th>Amount Paid to Date</th>
<th>% Paid To Date</th>
<th>Contract Start Date (M/D/Y)</th>
<th>Contract End Date (M/D/Y)</th>
<th>Status of DBE/DBP Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$10/100</td>
<td>01/01/00</td>
<td>01/01/00</td>
<td>(100%)</td>
</tr>
<tr>
<td></td>
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<td>$</td>
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<td>$</td>
<td>$</td>
<td>$10/100</td>
<td>01/01/00</td>
<td>01/01/00</td>
<td>(100%)</td>
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<td>$10/100</td>
<td>01/01/00</td>
<td>01/01/00</td>
<td>(100%)</td>
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<td>$</td>
<td>$10/100</td>
<td>01/01/00</td>
<td>01/01/00</td>
<td>(100%)</td>
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<td>$</td>
<td>$</td>
<td>$10/100</td>
<td>01/01/00</td>
<td>01/01/00</td>
<td>(100%)</td>
</tr>
</tbody>
</table>

Please use back side of form to describe substantive product or performance deficiencies.

NOTE: List all DBP Subcontractors/Suppliers on Form. Indicate if paid/has not been paid. Click on Cell to open drop-down list and select appropriate value/option. Also, enter the following: Vendor Name, Vendor Address, Vendor Contact, Vendor Phone, Vendor Email. NOTE: Only list suppliers if the supplier is not a subcontractor. If any supplier is not a DBE/DBP, please list the supplier and indicate the reason.

Prime Contractor’s Signature: ____________________________
Date: ____________

Port Columbus - Rickenbacker - Bolton
4600 International Gateway
Columbus, OH 43219
(614) 238-4600
### SCHEDULE C: DESIGN PROFESSIONAL STANDARD PAY APPLICATION

| PROJECT NO. | PROJECT # | TASK ORDER/CONTRACT # | SERVICE ORDER # | APPLICATION NO. | INVOICE # | INVOICE DATE | BILLING PERIOD | TOTAL BILLING OVER MEASURED PERIOD ($) | TOTAL AUTHORIZATION ($) | PREVIOUSLY BILLED ($) | AUTHORIZED TO DATE ($) | BILLED TO DATE ($) | AUTHORIZATION REMAINING ($) |
|-------------|-----------|-----------------------|------------------|-----------------|-----------|-------------|---------------|----------------------------------------|-------------------------|----------------------|------------------------|------------------------|--------------------------|--------------------------|

#### Consultant Invoice Checklist:
- Hourly rates are charged in the invoice as shown in the amounts authorized to date.
- The total amount of the work and services performed, along with the total amounts authorized to date, correspond to the amounts shown on the original contract and the amendment agreements.
- The total amounts authorized to date are within the amount authorized to date.

**Signatures:**
- The contract administrator has signed the schedule in accordance with the contract.
- The consultant has signed the schedule in accordance with the contract.

---

**Notes for Sub-Contractors:**
- All calculations and payments have been submitted with the invoice.
- The amount charged to the project is calculated in accordance with the federal limit.

---

**Notes for Consultants:**
- All calculations and payments have been submitted with the invoice.
- The amount charged to the project is calculated in accordance with the federal limit.
**SCHEDULE D: TASK ORDER PERFORMANCE EVALUATION**

Contract:  
Consultant Name:  
Task No.   Task Description:  

**PERFORMANCE ELEMENTS (1=Poor; 2=Fair; 3=Good; 4=Very Good; 5=Excellent)**

<table>
<thead>
<tr>
<th></th>
<th>Score</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Timeliness of tasks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Staff expertise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Design approach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Ability to stay within established costs (cost control)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Communication and cooperation with CRAA reps</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Suitability of design to meet intended purpose at bid phase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Suitability of engineer’s estimate for bidding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Quality of work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Coordination with subconsultants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Other criteria (specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CRAA Project Manager:  Date:
SCHEDULE E: TASK ORDER AUTHORIZATION
COLUMBUS REGIONAL AIRPORT AUTHORITY

CONTRACT NAME:__________________________________________

TASK ORDER NUMBER: __________

Task Description: ____________________________________________

Scope of Services: ____________________________________________

DBE/DBP Participation: __________________________

CRAA Project Manager: ________________________________________

Task Order Duration: __________________________

Task Order Start Date: __________ Task Order Finish Date: __________
(These dates will be filled in by hand after CRAA has executed this document.)

<table>
<thead>
<tr>
<th>TASK ORDER INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Fee Not to Exceed:</td>
</tr>
<tr>
<td>Other Direct Costs Not to Exceed: $ -</td>
</tr>
<tr>
<td>Total Task Cost Not to Exceed: $ -</td>
</tr>
<tr>
<td>Total Task Cost Budgeted: $ -</td>
</tr>
<tr>
<td>Task Order Cost Variance: $ -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task Orders Authorized Previously:</td>
</tr>
<tr>
<td>Amount Authorized This Task Order:</td>
</tr>
<tr>
<td>Contract Value Authorized To Date: $ -</td>
</tr>
</tbody>
</table>

This task order incorporates, by reference, the terms and conditions of the Contract Agreement between the Columbus Regional Airport Authority and _______________ dated ________________, and is subject to the provisions of that Agreement in its entirety.

CONSULTANT: __________________________

By: __________________________ Date __________________________

OWNER:
COLUMBUS REGIONAL AIRPORT AUTHORITY

By: __________________________ Date __________________________

Vice President, Planning & Engineering
STATE OF _________________________
COUNTY OF _________________________

_______________________________, being first duly sworn, deposes and says that

he/she is _________________________ of, _________________________,

(Title) (Company)

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

_______________________________,

(Describe or Identify Contract)

and for the purpose of complying with Section 5719.042 of the Ohio Revised Code, states that at

the time the bid for said Contract was submitted, said bidder ____________ charged

(was) (was not)

with delinquent personal property taxes on the General Tax list of personal property of a county

of the State of Ohio, and that the amount of due and unpaid delinquent taxes, penalties and

interest thereon is as follows:

<table>
<thead>
<tr>
<th>Taxes</th>
<th>Penalties &amp; Interest</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_______</td>
<td>$____________</td>
<td>________</td>
</tr>
<tr>
<td>$_______</td>
<td>$____________</td>
<td>________</td>
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<tr>
<td>$_______</td>
<td>$____________</td>
<td>________</td>
</tr>
<tr>
<td>$_______</td>
<td>$____________</td>
<td>________</td>
</tr>
</tbody>
</table>

_______________________________

(AFFIAN T)

Subscribed and sworn to before me this

_____ day of _________________, 20____

SEAL

_______________________________

Notary Public
SCHEDULE G: CONTRACT AFFIDAVIT

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

COUNTY OF ______________________

STATE OF ______________________

______________________________, Being first duly sworn, deposes and says that he is

______________________________ of ________________________________,

(TITLE) (COMPANY) a corporation, company or partnership organized and existing under and by virtue of the laws of the State of ________________________________, and having its principal offices at

____________________________________

(STREET AND NUMBER) (CITY)

______________________________, (COUNTY) (STATE) Affiant further says that he/she is familiar with the records, minute books and by-laws of ________________________________,

(AFFIANT) (COMPANY) Affiant further says that ________________________________, (NAME-OTHER THAN AFFIANT) is

____________________________________, of the Corporation, Company or Partnership is duly authorized to sign the CONTRACT for ________________________________, for said Corporation, Company or Partnership by virtue of ________________________________, (State whether a provision of by-laws or a Resolution of the Board of Directors, Partnership Agreement or Agency.)

(If by Resolution, give date of adoption)

______________________________

(AFFIANT)

Subscribed and sworn to before me this

_____ day of _____________, 20___

SEAL

__________________________________

Notary Public
SCHEDULE H: INSURANCE MINIMUM COVERAGE

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

<table>
<thead>
<tr>
<th>REQUIRED COVERAGE TYPE</th>
<th>MINIMUM COVERAGE LIMITS – NON AOA Work</th>
<th>MINIMUM COVERAGE LIMITS – Work within AOA Fence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability (CGL)</td>
<td>$5,000,000 per occurrence. Consultant and its Subcontractors must each maintain CGL coverage. CGL insurance must be written on ISO occurrence form CG 00 01 04 14 or a substitute form, providing at least equivalent coverage.</td>
<td>$10,000,000 per occurrence. Consultant and its Subcontractors must each maintain CGL coverage. CGL insurance must be written on ISO occurrence form CG 00 01 04 13 or a substitute form, providing at least equivalent coverage.</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>Consultant and its Subcontractors must each maintain workers compensation coverage meeting the statutory requirements of the State of Ohio.</td>
<td>Consultant and its Subcontractors must each maintain workers compensation coverage meeting the statutory requirements of the State of Ohio.</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per occurrence. Consultant and its Subcontractors must each maintain Employer’s Liability coverage. The policy must include intentional tort coverage, an “Ohio Stop Gap” endorsement, and a waiver of subrogation in favor of the CRAA.</td>
<td>$1,000,000 per occurrence. Consultant and its Subcontractors must each maintain Employer’s Liability coverage. The policy must include intentional tort coverage, an “Ohio Stop Gap” endorsement, and a waiver of subrogation in favor of the CRAA.</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 combined single limit on owned, non-owned, and hired autos</td>
<td>$10,000,000 combined single limit on owned, non-owned, and hired autos</td>
</tr>
<tr>
<td>Professional Liability (Errors &amp; Omissions)</td>
<td>$5,000,000 per occurrence</td>
<td>$5,000,000 per occurrence</td>
</tr>
<tr>
<td>Contractors Pollution Liability Insurance</td>
<td>As required by CRAA and the Project, Consultant shall obtain contractor’s pollution liability coverage for environmentally sensitive or hazardous types of work - $5,000,000 or NOT REQUIRED</td>
<td>As required by CRAA and the Project, Consultant shall obtain contractor’s pollution liability coverage for environmentally sensitive or hazardous types of work - $5,000,000 or NOT REQUIRED</td>
</tr>
</tbody>
</table>
TO BE COMPLETED IF COMPANY HAS NEVER DONE BUSINESS WITH THE COLUMBUS REGIONAL AIRPORT AUTHORITY

Columbus Regional Airport Authority Vendor Setup Form

<table>
<thead>
<tr>
<th>New Vendor</th>
<th>Vendor Change</th>
</tr>
</thead>
</table>

Vendor Name: ____________________________
Local/Other Address: ____________________________
City, State, Zip: ____________________________
Phone #: ____________________________
Fax #: ____________________________
E-Mail Address: ____________________________
Contact Name: ____________________________
Type of Business: ____________________________
Years in business: ____________________________
Number of employees: ____________________________
Estimated Usage per year: $ ____________________________

Remit To Address: (Mailing address for payments in Navision.
Street Address/PO: ____________________________
City, State, Zip: ____________________________
Phone #: ____________________________
Fax #: ____________________________
E-Mail Address: ____________________________
Principal Name: ____________________________

( Check One): ____________________________
Sole Proprietor
LLC
Corporation
S-Corporation
Other

Are you a certified DBE (Disadvantaged Business Enterprise)? Yes [ ] No [ ]
If yes, please attach the certification letter.

Please return a recent W9 and the ACH Enrollment Form to the CRAA requestor or accountspayable@columbusairports.com.

FOR EXTERNAL USE ONLY. INTERNAL USERS PLEASE SUBMIT THE VENDOR CHANGE/ADDITION VIA THE SHAREPOINT SITE.
**VENDOR/ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM**

**ENROLLMENT**  [ ] *(Type of transmission format-CCD)*

**CHANGE FORM**  [ ] *New vendors- this form must be completed*

* ALL INFORMATION IS REQUIRED, UNLESS OTHERWISE SPECIFIED; PLEASE PRINT *

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>Vendor #:</th>
<th>Vendor #: (CRAA will provide)</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY ADDRESS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>VENDOR TAX ID NUMBER:</th>
<th>IMPORTANT: Please Attach W-9 (W8-BEN)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PRIMARY CONTACT NAME:</th>
<th>TITLE:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DIRECT TELEPHONE #:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PRIMARY EMAIL FOR REMITTANCES:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BANK NAME:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BANK ACCOUNT #:</th>
<th>BANK PHONE #:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BANK ROUTING #:</th>
<th>(9 digit number)</th>
<th>Checking</th>
<th>Savings</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME ON THE BANKING ACCOUNT:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BANK CONTACT NAME:</th>
<th></th>
</tr>
</thead>
</table>

I certify that the information provided above is true and correct, and that I, as an authorized representative for the above mentioned company, hereby authorize **Columbus Regional Airport Authority** to electronically deposit payments to the above designated bank account.

Authorized Signature ______________________ Date ____________

Title ______________________ Telephone ____________

*Please send completed form to ACCOUNTSPAYABLE@COLUMBUSAIRPORTS.COM OR FAX TO 866-611-3758*

*Direct questions to Accounts Payable at 614-239-3201*

For CRAA Use:

<table>
<thead>
<tr>
<th>DATE RECEIVED:</th>
<th>ENTERED BY:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DATE ENTERED:</th>
<th>CONFIRMATION:</th>
</tr>
</thead>
</table>
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
- Individual/sole proprietor
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
- Exempt payee code (if any)
- Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.)

6. City, state, and ZIP code

7. List account number(s) here (optional)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II: Certification
Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶ Date ▶

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partner’s share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partner to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:
- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:
1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:
1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose name you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the “Limited Liability Company” box and enter “P” in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the “Limited Liability Company” box and in the space provided enter “C” for C corporation or “S” for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the “Limited Liability Company” box; instead check the first box in line 3 “Individual/sole proprietor or single-member LLC.”

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.
• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
• Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . . THEN the payment is exempt for . . .

Interest and dividend payments All exempt payees except for 7
Broker transactions Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and payments inside-in 4 Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000 1 Generally, exempt payees 1 through 5
Payments made in settlement of payment card or third party network transactions Exempt payees 1 through 4

1 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
M—a tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-9.
Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor*</td>
</tr>
<tr>
<td>4. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee*</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner*</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner*</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filings Method 1 (see Regulations section 1.671-(4)(2)(ii))</td>
<td>The grantor*</td>
</tr>
</tbody>
</table>

For this type of account: | Give name and EIN of: |

| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity* |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filings Method 2 (see Regulations section 1.671-(4)(2)(ii)) | The trust |

1 You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

2 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

3 Note. Grantor also must provide a Form W-9 to trustee of trust.

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406(b), payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.