



# Martha's Vineyard Airport

## REQUEST FOR QUALIFICATIONS

### On-Call General Airport Architectural, Engineering and Planning Consulting Services

#MVY RFQ 2021-06

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**Issued Pursuant to  
Massachusetts General Laws Chapter 7C, §§44-58 and the Federal Aviation  
Administration's (FAA's) Advisory Circular 150/5100-41E (9/25/2015)**

**Issued Date: August 23, 2021**

**Optional Pre-Submittal Meeting  
Date & Time: September 15, 2021, 10:00AM  
Zoom ID: 859 4754 3440, Password: 214929  
In Person: 71 Airport Rd, West Tisbury MA, 02575**

**Submission Deadline  
Date: October 8, 2021  
Time: 1:00pm**

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**Designated Contact for this Procurement:  
Geoff Freeman, Airport Director**

**All contacts/inquiries shall be made by email to the following address:**

**GFreeman@mvyairport.com**



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On-Call General Airport Architectural, Engineering and Planning Services  
Martha's Vineyard Airport #MVY RFQ 2021-06

## REQUEST FOR QUALIFICATIONS

**On-Call General Airport Architectural, Engineering and Planning  
Consulting Services  
Martha's Vineyard Airport**

**ALL SUBMITTALS MUST BE RECEIVED PRIOR TO:**

**1:00PM, October 8, 2021**

**AT THE OFFICES OF  
MARTHA'S VINEYARD AIRPORT  
71 Airport Road  
Vineyard Haven, MA 02568**

**SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES OF YOUR SUBMITTAL,  
WITH ONE (1) ELECTRONIC COPY OF YOUR SUBMITTAL IN PDF FORMAT  
ON A FLASH DRIVE**

**SPECIAL NOTE:**

**SUBMITTALS MUST BE SEALED AND CLEARLY MARKED ON THE EXTERIOR  
SHOWING THE RFQ NAME AND REFERENCE NUMBER AS LISTED IN THIS  
SOLICITATION**

**PLEASE PRINT THE WORDS "ORIGINAL" ON YOUR ORIGINAL COPY  
RFQ REFERENCE # MVY RFQ 2021-06**



# 1. GENERAL INFORMATION

## 1.1 Martha's Vineyard Airport Commission

The Martha's Vineyard Airport Commission is the awarding authority of this RFQ. The Airport Director will appoint a Committee of Airport staff, to review and evaluate RFQ submissions. The Committee will make a recommendation to the full Commission for approval and contract award.

## 1.2 Intent and Purpose of this Request for Qualifications (RFQ)

The intent and purpose of this RFQ is to solicit responses for the Commission's selection of one or more On-Call General Airport Consultant(s) (the "Consultant(s)") to provide Architectural, Engineering and Planning Consultant Services for various projects at Martha's Vineyard Airport (the "Airport") in accordance with M.G.L. c. 7C, §54(a) and the Federal Aviation Administration's (FAA's) Advisory Circular 150/5100-41E (9/25/2015). To the extent of any inconsistency between state and federal requirements, federal requirements shall apply. The Commission expects to enter into a three (3) year contract with the Consultant(s) selected pursuant to this RFQ process, and to include in the contract two (2) one-year renewal options to be exercised at the discretion of the Commission. The Commission does not guarantee any minimum level of work or work orders under any contract, as each contract will be subject to the availability of sufficient funds.

This selection of the Consultant(s) will be in compliance with the requirements of Federal Aviation Administration (the "FAA") Advisory Circular 150/5100-14E, entitled "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects," together with the requirements listed in this RFQ. This is a non-project specific solicitation. Each Consultant's submittal should represent as completely as practicable the Consultant's experience in all areas of airport planning, design, engineering, construction management and general airport consulting services.

The Martha's Vineyard Airport in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations promulgated in accordance therewith hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full and fair opportunity to submit qualifications in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

It is the intent of the Commission to select one or more Consultants to provide the following types of services as needed (together with the services listed in **Attachment 2** "Scope of Services" of this RFQ):

### 1. Program Management

These tasks may include the preparation of 5-year updates to the Airport Master Plan, capital

improvement plans, Federal and State funding applications and reimbursement requests, project closeout documentation, and all necessary Federal and State documents that may be required during the course of each project. Processing of, and familiarity with, Federal and State grant programs are required. The Consultant must demonstrate its ability to provide grants administration services. Grants administration is included in the Consultant's responsibility.

**2. Airport Planning, Programming and Environmental Services**

These tasks may include, without limitation, environmental impact assessment reports, noise control plans, NEPA MEPA requirements, airport development schedules, cost estimates, financial, and operational planning. The Consultant may also be required to lead or participate in public information programs and/or public hearings relating to Airport development and planning projects.

**3. Environmental Remediation Services**

These tasks may include, without limitation, environmental investigations, remedial planning and design, and engineering/scientific analysis associated with remedial action. In addition, coordination with regulatory agencies, site health and safety monitoring during construction, and the implementation of remedial action during Airport operations as required.

**4. Architectural/Engineering Design Services**

These tasks may include, without limitation, architectural, civil, structural, mechanical, electrical, and specialized services for the preparation of contract documents for airside, terminal area, and business park facilities in accordance with FAA and State requirements.

**5. Bidding and Negotiation Services**

These tasks may include, without limitation, assisting the Commission with advertising, securing bids, analyzing bid results, and furnishing recommendations on the award of contracts, consistent with all legal and other applicable requirements.

**6. Construction Inspection Services**

These tasks may include, without limitation, on-site observation and inspection of the contractor's work, including record keeping.

**7. Construction Management Services**

These tasks may include, without limitation, directing, coordinating and/or overseeing a variety of construction projects including, but not limited to, coordination of multiple construction contracts, construction scheduling, review of payment requests, and construction management. The Consultant shall as the Commission's agent/representative.

**8. Business Planning**



These tasks may include economic impact studies, financial analyses, rate-setting methodology development, non-aeronautical land use development, and other services designed to analyze and improve the financial condition of the Commission.

**9. Specialized Services**

These services may be performed by the Consultant or a sub-consultant, through the Consultant, including, without limitation, soil investigations, laboratory tests, analysis and reports, land surveys and topographic maps, field and/or construction surveys, passenger surveys and research, photogrammetric surveys, property maps, and updating the Airport Layout Plan.

**10. Miscellaneous Architectural, Engineering and Planning Services**

These services may be required by the Commission on an as-needed basis.

It is the Commission's objective to maintain and expand the Airport when feasible utilizing funds from the Airport Improvement Program (the "AIP"), as well as funds generated from Passenger Facility Charges or other appropriate sources. In order to accomplish this, the Commission intends to identify one or more Consultant(s) on a continuing basis for both FAA/MASS-DOT (Aeronautics Division) Grant Eligible Projects and Non-Eligible Projects. The Commission will rely heavily on the Consultant(s) to assist in the overall program management and development of projects at the Airport. It is anticipated that individual projects (Grant Eligible and Non-Eligible) will be assigned to the selected Consultant(s) periodically over the next three (3) years. The Commission reserves the right to stop assigning projects to the selected Consultant(s) at any time, and to select other consultants for specific projects on a case-by-case basis.

**1.3 Current Airport Improvements and Master Plan**

Below is a list of some of the scheduled and upcoming projects for Martha's Vineyard Airport. These are some of the projects, along with additional recommendations in the 2016 MVY Master Plan, for which services may be ordered from the selected Consultant.

2016 MVY Airport Master Plan: <https://mvyairport.com/airport-master-plan/>

2022	<b>Avigation Easements for Obstruction Removal - RW 6, RW 24, RW 15</b>
<b>MASSDOT ASMP Projects</b>	
2022	Fuel Farm Rehabilitation
2022	SCBA Gear
2022	WWTP
2022	Security System Replacement and Upgrade
<b>Available Entitlement</b>	





<b>2023</b>	<b>OBSTRUCTION REMOVAL - ALL RWYS</b>
<b>2023</b>	New Twy E & Remove RW 15/33 Shoulder Pavement and Regrade Side RSA's (PCI (2016) = 67) Projected PCI (2023) = 58
<b>MASSDOT ASMP Projects</b>	
<b>Available Entitlement</b>	
<b>2024</b>	T-Hangar Taxilane Rehabilitation (Design & Construction) [PCI (2019) = 15]
<b>MASSDOT ASMP Projects</b>	
<b>2024</b>	T-Hangar Taxilane Rehabilitation - Remaining project costs
<b>Available Entitlement</b>	
<b>2025</b>	Master Plan Update
<b>MASSDOT ASMP Projects</b>	
<b>Available Entitlement</b>	
<b>2026</b>	Reconstruct RWY 15/33
<b>ASMP Projects</b>	
<b>Available Entitlement</b>	
<b>2027</b>	EA for Master Plan Improvements
<b>ASMP Projects</b>	
<b>Available Entitlement</b>	
<b>2028</b>	Terminal Building Renovation - Phase I - Hold Room & TSA Check Point (Review Eligibility %)
<b>MASSDOT ASMP Projects</b>	
<b>Available Entitlement</b>	
<b>2029</b>	Southwest Ramp Rehabilitation
<b>2029</b>	Southeast Ramp Access Stub Taxiway
<b>ASMP Projects</b>	
<b>Available Entitlement</b>	
<b>2024</b>	SRE Snow Blower/Broom

#### 1.4 Key Dates in the RFQ Schedule

It is anticipated that one or more contracts will be awarded in response to this RFQ based on the following schedule:

*Table 1, Key Dates in the RFQ Schedule*

<b>Date</b>	<b>Event</b>
August 23, 2021	Issuance of Request for Qualifications
September 15, 2021, 10:00AM	Pre-Submittal Meeting – Conference Room / Zoom
September 17, 2021	Deadline for Consultants’ Questions
September 22, 2021	Response to Consultants’ Questions
October 8, 2021, 1:00PM	Qualifications Submission Deadline
October 12 –22, 2021	Qualifications Evaluation Period/Interviews
No earlier than November 10, 2021	Expected Award of Contract(s) by the Commission
On or about November 19, 2021	Execution/Entering into Contract(s)

**Please note:** *The Commission reserves the right to change any of the dates stated in this RFQ. If such a change occurs, the Commission will notify all firms that received the RFQ directly from the Commission in an addendum to this RFQ and post the change(s) on the Martha’s Vineyard Airport Commission’s website, [www.mvyairport.com/invitations-requests-for-bids/](http://www.mvyairport.com/invitations-requests-for-bids/)*

### 1.5 Qualification Requirements

In order to be considered for selection, each Consultant’s submittal must include all of the following:

1. A cover letter, signed by an individual or individuals authorized to bind the Consultant, containing, at a minimum, a statement of interest in performing the services described in this RFQ, how the proposed team serves airport clients, and the information set forth below in Subsections (A) through (H):
  - A. An acknowledgement that the Consultant has read the contract document entitled “Professional Services Agreement,” which is attached to this RFQ as **Attachment 2**, and that it agrees that if the Consultant is selected, it will enter into a final contract with the Commission in a form substantially the same as said contract document if the Consultant does not set forth specific objections and proposed changes to the contract document in its submittal. If the Consultant is unable to agree to or meet any of the terms and conditions contained in said contract document, the Consultant must specify its objection(s) and the proposed change(s) in its submittal. The Commission reserves the right to accept or reject any objections or suggested changes in its sole discretion.
  - B. A statement that the Consultant will meet all insurance requirements under Section 1.5 of this RFQ, and as may be reasonably required by the Commission. The Consultant is

specifically advised that it must maintain all required insurance for the entire duration of its contract with the Commission.

- C. An affirmative statement that the Consultant's staff members listed in its submittal, whether members of the Consultant's firm, joint venture firms, or sub-consultant firms, are committed to the performance of the services described in this RFQ. The Commission considers the naming of specific individuals and assignment of roles listed in the submittal as a significant consideration in its evaluation, and advises that the final selection of a Consultant will depend, in part, on the assignment of qualified staff.
  - D. A statement as to whether the Consultant's firm, joint venture firms or sub-consultant firms, or any member of the aforesaid, is currently debarred from doing business with any governmental entity.
  - E. A statement as to whether or not the Consultant's firm, joint venture firms, or sub-consultant firms is a party to any pending or current litigation that might adversely affect its performance of the services described in this RFQ.
  - F. A statement, signed under the pains and penalties of perjury, identifying and describing all local, state and federal criminal investigations or proceedings, or any other administrative, judicial, or regulatory matter currently pending against the Consultant's firm, joint venture firms or sub-consultant firms (to include officers, members, directors, and partners, "Principals") or concluded adversely to any of them, or any of its Principals, within the past five (5) years, that might reasonably be construed to reflect adversely on the fitness or integrity of any of them to perform this contract. Failure to respond properly and accurately to this requirement may, in the Commission's sole discretion, result in rejection of your submittal.
  - G. Information which serves to demonstrate the financial stability of the Consultant, including but not limited to, information documenting that the Consultant has been in business for at least three (3) years, the Consultant's present credit rating information (specify if other than Dun & Bradstreet, Inc.), current financial statements and a current statement of conditions audited by a Certified Public Accountant, and a statement as to whether the Consultant has filed for the protection of a U.S. Bankruptcy Court in the last seven (7) years. If this statement is in the affirmative, the Consultant must describe the circumstances that led to the filing, the ultimate disposition of the matter (*e.g.*, reorganization with a payment plan to creditors), the current situation and substantial, detailed evidence of the Consultant's financial ability to complete contract if selected. The submittal should contain such other information that, in the Consultant's judgment, is necessary and sufficient to show its financial stability (*e.g.*, bank references, insurance references). Failure to provide this information may, in the Commission's sole discretion; result in rejection of your submittal.
  - H. A completed Standard Designer Application Form for Municipalities (**Attachment 1**)
2. A description of the Consultant's firm, including:

- A. Name, address and overall size of firm.
  - B. Name, address, telephone number and email address of the primary contact for this RFQ.
  - C. Number and percentage (firm-wide) of employees who are local (reside in Southeastern Massachusetts).
  - D. Location of the firm's offices, with a description of the size and specific location of the office that will provide the services described in this RFQ, along with the names and percentages of time available, of the key personnel who will provide those services (together with the qualifications, relevant experience and resumes of each).
  - E. If a branch office will provide the required services, a description of the capability of a branch office to perform independently of the home office. The Consultant should be able to demonstrate that whichever office is serving the Airport independently has the staffing to provide the range of services and engineering disciplines required by the Commission.
3. If applicable, the names of sub-consultants or joint venture partners who would be engaged by your firm, including their name, background and relevant experience, key personnel, and location of offices that would provide the services described in this RFQ (all as outlined for the Consultant). If the submittal is submitted by a joint venture, it must be signed by all parties to the joint venture. Final award will be contingent upon receipt of a formal joint venture agreement satisfactory to the Commission.
  4. A statement of qualifications, to include 3-5 years of recent specialized experience of the Consultant and major sub-consultants/joint venture partners in aviation-related projects, including planning, environmental, environmental remediation, land acquisition, engineering/architectural (i.e., runways, taxiways, aprons, lighting, NAVAIDS, buildings, roads, fuel, etc.) and construction services in accordance with FAA and MASS-DOT requirements.
  5. A description of the Consultant's proposed approach to providing general consulting services for airport projects. The description should address such items as how the contract will be staffed, the need for sub-consultant support, and the Consultant's approach to being responsive to client issues and needs on a continuing basis.
  6. An organizational chart.
  7. A completed OMB Standard Form 255.
  8. An explanation of the Computer Aided Design and/or Geographic Information System (GIS) capabilities of the Consultant, including a listing of computer systems, hardware and software available, and their applicability to the services described in this RFQ.



- 9. Evidence that the Consultant has established and implemented an effective Affirmative Action Program and complies with Disadvantaged/Women/Minority Business Program requirements, as set forth by Federal and State regulations.
- 10. A list of a minimum of four (4) (or more) references, including name, address, and phone number. The references should be for non-hub airport clients (preferably with seasonal air service) where the Consultant's team has provided general airport architectural and engineering consulting services similar to those described in this RFQ.
- 11. Appendix A-1 (Non-Collusion Certification), Appendix A-2 (Consultant's Acknowledgement Form) and Appendix A-3 (Certification of Compliance with Commonwealth Tax Laws and Payment of All Taxes Due), completed by the Consultant as required.

**1.6 Insurance Requirements**

Each of the selected Consultant(s) shall be required to purchase at its own cost and expense and maintain at all times for the duration of the contract with the Commission:

- 1. Professional Liability insurance policy covering the professional services performed, which shall include a prior acts endorsement or an extended reporting endorsement that covers all claims arising out of or related to prior acts, errors and omissions of the Consultant in the performance of services under its contract with the Commission with minimum limits of:

- \$2,000,000 Each Claim
  - \$2,000,000 Annual Aggregate applicable on a per project basis

- 2. Commercial General Liability insurance (ISO occurrence form CG0001), including Products/Completed Operations and Contractual Liability providing coverage in the minimum amounts of:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person or organization
General Aggregate	\$2,000,000 applicable on a per project basis

The Commission and the County of Dukes County, their officers, employees and agents shall be named as Additional Insureds for liability arising under the Contract applicable to both ongoing and completed operations on a primary & non-contributory basis.

Coverage shall be maintained for a 3 year period following completion of the project.

- 3. Automobile Liability insurance coverage on all vehicles used by the Consultant at the Airport, including all owned, hired and non- owned vehicles, with a combined single limit of at least one million dollars (\$1,000,000) for bodily injury, property damage and pollution, naming the Commission and County of Dukes County as additional insureds. The automobile liability insurance



policy shall be comprehensive so as to cover: (i) bodily injury, including mental anguish, sickness, disease and death; and (ii) injury to or destruction of property including loss of use thereof, arising out of the activities of the Consultant.

- 4. Worker's Compensation insurance in amounts required by state law for the Consultant's employees.
- 5. Commercial Umbrella/Excess with follow form terms to the primary and having limits of not less:

Bodily Injury and Property Damage Limit	\$5,000,000 each occurrence
Products/Completed Operations Limit	\$5,000,000 aggregate
General Aggregate	\$5,000,000 applicable on a per project basis

All required policies shall be written with carriers who maintain an A.M. Best's rating and financial size of at least A- XII and shall be authorized to do business in the Commonwealth of Massachusetts.

All policies shall include Waiver of Subrogation endorsements in favor of the Commission and the County of Dukes County.

Certificates of Insurance with copies of the endorsements evidencing the required Additional Insured(s), Waiver(s) of Subrogation and Notice(s) of Cancellation provisions must be delivered to the Airport Director prior to the Consultant’s commencement of services under the Contract, and upon the renewal of each policy required under the Contract.

If at any time, the policies shall become unsatisfactory to the Commission as to form or substance, or if any of the carriers issuing such policy shall be or become unsatisfactory to the Commission, the selected Consultant, on demand of the Airport Director, shall promptly obtain a new and satisfactory policy in replacement.

The selected Consultant shall require its sub-consultants and joint venture partners to have the same insurance required of the Consultant in this RFQ, and to provide any and all required insurance certificates of insurance to the Airport Director in the manner described above. The selected Consultant shall not commence work until it has obtained all the insurance required in this RFQ.

**1.7 Amendment or Termination of RFQ**

The Commission reserves the right to cancel this RFQ at any time without penalty or liability and to terminate the contract awarded to the selected Consultant, or any part of said contract, immediately upon notice mailed or delivered by the Commission to the selected Consultant.

**1.8 Professional Services Agreement**

The selected Consultant will be expected to enter into a contract substantially in the form of the Professional Services Agreement form attached to this RFQ as **Attachment 3** (the “Contract Form”). If the Consultant has any objections to the Contract Form, such objections must be stated in the Consultant’s submittal, together with the Consultant’s proposed changes to the Contract Form (if any), so that the Commission’s Selection Committee can take any contract issues into account

during the selection process. Otherwise, the Consultant shall be deemed to have accepted the terms of the Contract Form by submitting its proposal in response to this RFQ. All proposed changes to the Contract Form shall be subject to the approval of the Commission in its sole discretion. Except as specifically set forth in the final contract with the selected Consultant, the final contract with the selected Consultant shall fully incorporate the RFQ, its Addenda, the portions of the selected Consultant's submittal that are acceptable to the Commission, and changes to the Contract Form approved by the Commission (if any), together with fees and payment requirements agreed upon by the Commission and the selected Consultant.

Services to be provided on specific projects will be authorized by work orders for Grant Eligible and Non-Eligible projects (dependent on funding source) executed by the Commission. Each work order will consist of an amendment to the corresponding contract, containing schedules for the agreed project scope and breakdown of fees. The Commission reserves the right to employ other consultants at any time, for any project, as it may deem in the public interest. In no way will the fact that the Commission has entered into a contract with the selected Consultant require or obligate the Commission to make use of the selected Consultant's services on any projects whatsoever.

### 1.9 Questions or Requests for Information or Clarification

Any questions, requests for information or clarification regarding this RFQ should be submitted via email, citing the RFQ page and section, no later than to Geoff Freeman, Airport Director (GFreeman@mvyairport.com).

**Questions will not be accepted orally**, and any question received after the deadline may not be answered. The list of questions/requests for information or clarification and the official responses will be emailed to all Consultants that have been furnished the RFQ by the Commission. In addition, to the extent deemed necessary by the Commission, addenda may be issued in response to requests for clarification. Firms that receive this RFQ or access it from a source other than the Commission should contact the Commission at [GFreeman@mvyairport.com](mailto:GFreeman@mvyairport.com) to confirm that their correct contact information, including email address, is on file with the Commission. This will ensure that the Consultant receives the list of questions/requests for information or clarification and the official responses. The Commission is not responsible for a Consultant's failure to receive the list of questions/requests for information or clarification and the official responses, including addenda, due to the Consultant's failure to provide the Commission its contact information, including email address, and no allowance will be made for a Consultant that submitted a submittal that is not in compliance with the RFQ requirements due to the Consultant's aforementioned failure to receive the list of questions/requests for information or clarification and the official responses, including addenda.

### 1.10 Pre-Submittal Meeting

The Commission will hold an optional, but strongly recommended **Pre-Submittal Meeting** to review the RFQ at **MVY Airport Conference Room, September 15, 2021 at 10:00am**. In-person or virtual attendance is available. **Zoom Meeting ID: 859 4754 3440, Passcode: 214929**.

Commission representatives will conduct a tour of the Airport, and will be available to answer

questions at that time. The Commission disclaims any and all responsibility for injury to Consultants, their agents, or to others while examining the Airport facilities or at any other time. By submitting a response to this RFQ, each Consultant agrees and represents that the Consultant has all information necessary for the Consultant to complete and submit its response to the Commission. Consultants bear any and all travel and other costs and expenses related to their attendance at the pre-submittal meeting. Zoom will not be available for the tour of the airport, or discussions held as a part of the facility tour.

**Verbal responses provided by Commission representatives during the pre-submittal meeting are not formal and are not binding on the Commission. Addenda, as the Commission deems necessary, may be issued in response to any issue raised at the Pre-Submittal Meeting**

### 1.11 Amendments and Addenda

In the event that it becomes necessary to revise this RFQ, such revision will be by addendum. Any addendum to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ.

Further, if a Consultant discovers any conflict, discrepancy, omission or other error in this RFQ, the Consultant shall immediately notify the contact person of such error and request modification to the document. The Commission shall make RFQ modifications by addenda, provided that any such modifications would not materially benefit or disadvantage any particular Consultant. Such revision will be given by written notice to all parties who have been furnished an RFQ by the Commission.

If a Consultant fails, prior to the submission deadline, to notify the Commission of a known error or an error that reasonably should have been known, the Consultant shall assume the risk. If awarded the contract, the Consultant shall not be entitled to additional compensation or time by reason of the error or its late correction.

All RFQ addenda will be emailed to all Consultants that have been furnished the RFQ by the Commission. Firms that receive this RFQ or access it from a source other than the Commission should contact the Commission at [GFreeman@mvyairport.com](mailto:GFreeman@mvyairport.com) to confirm that their correct contact information, including email address, is on file with the Commission to ensure that the Consultant receives all RFQ addenda. The Commission is not responsible for a Consultant's failure to receive addenda due to the Consultant's failure to provide the Commission its contact information, including email address, and no allowance will be made for a Consultant that submitted a submittal that is not in compliance with the RFQ requirements due to the Consultant's aforementioned failure to receive addenda.

At this time, there are no designated dates for release of addenda. Therefore, interested Consultants should check their email on a daily basis from time of RFQ issuance through the deadline for submission of submittals. It is the sole responsibility of the Consultant to be knowledgeable of all addenda related to this RFQ.

### 1.12 Submission Requirements





One bound original and three (3) bound copies of the Consultant's submittal, including all required forms attached to this RFQ, shall be submitted in response to this RFQ. A Flash Drive containing the submittal and all required forms in PDF format shall also be submitted. The original submittal shall be signed by an authorized representative of the Consultant and notarized.

Each copy shall be clearly labeled with the name of the Consultant and the date. Each copy must contain the required information for the Consultant.

Consultants should make sure that their submittals are in compliance with all of the requirements of this RFQ. Failure to do so may result in disqualification.

Consultants should also be willing and able to provide additional information that the Committee may require. Also, interviews may be requested at the discretion of the Committee.

All information and materials submitted to the Commission in response to this RFQ will become the property of the Commission. Consultants shall not submit proprietary or confidential business information.

### **1.13 Submission Due Date**

Submittals must be delivered **no later than October 8, 2021, 1:00pm**, to:

Geoff Freeman, Airport Director  
71 Airport Road  
Vineyard Haven, MA 02568

Submittals received after that date will not be considered.

### **1.14 Review of Submittals**

Upon receipt of the submittals, the Commission's Selection Committee (the "Committee") will review each submittal and make a recommendation to the Commission. Submittals will be evaluated regarding compliance with the RFQ, FAA Advisory Circular 150/5100-14E. One or more of the highest rated firms may be requested to submit additional information and/or participate in an interview. If more than one firm is selected, the expected projects to be performed by each firm will be defined, together with the statement of work and the required services at the time of the initial procurement action. The airport will provide notification to each of the firm of the projects they were awarded.

Proposers must have a minimum of five (5) continuous years of specific experience with non-hub, (preferably with seasonal service) Airports and submit all forms as required by this RFQ.

The purpose of information requested in this section is to assist the Airport in evaluating the offerors overall qualifications, including its methodologies and technical abilities, and previous experience. The following categories will be ranked:

- 3 Points = Highly Advantageous (HA)
- 2 Points = Advantageous (A)
- 1 Point = Not Advantageous (NA)
- 0 Points = Unacceptable (U)

Consultant Selection will be based on the following criteria:

- **Capabilities of the Firm:**
  - **HA** – Demonstrated capability of the firm to perform all aspects of the project and a minimum of five years recent experience in comparable airport projects.
  - **A** - Demonstrated capability of the firm to perform most aspects of the project and a minimum of five years recent experience in comparable airport projects.
  - **NA** - Demonstrated capability of the firm to perform some aspects of the project and a minimum of five years recent experience in comparable airport projects.
  - **U** – Unable to demonstrate capability of the firm to perform any aspects of the project and a minimum of five years recent experience in comparable airport projects.
- **Personnel Qualifications & Experience:** Demonstrated capability and experience of the principal consultant and its key personnel. Firm should demonstrate its familiarity with FAA policies and procedures.
  - **HA** – Principal Consultant as well as all key personnel have at least ten (10) years' experience in Airport Architectural, Engineering, Planning and Construction Services (AAEPCS).
  - **A** – Principal Consultant as well as two or more key personnel has at least ten (10) years AAEPCS experience. Remaining key personnel have at least five (5) years AAEPCS experience.
  - **NA** - Principal Consultant as well as two or more key personnel has less than ten (10) but more than five (5) years AAEPCS experience. Remaining key personnel have five (5) years or less than AAEPCS experience.
  - **U** - Principal Consultant as well as two or more key personnel has five (5) years or less AAEPCS experience.
- **Qualifications of Sub consultants and/or Subcontractors:** Demonstrated ability and experience of each sub consultant and/or subcontractor and its key personnel.
  - **HA** – Proposer has sufficiently demonstrated the ability and experience of each sub consultant and/or subcontractor.
  - **A** - Proposer has adequately demonstrated the ability and experience of each sub consultant and/or subcontractor.
  - **NA** - Proposer has poorly demonstrated the ability and experience of each sub consultant and/or subcontractor.
  - **U** - Proposer did not include any information on their sub consultant and/or subcontractor.

- **Project Similarity:** Proposals should include specific examples of similar projects performed for similar clients. References and points of staff contact should be included. Proposal should include the approach and methodology taken to complete similar projects for other clients.
  - **HA** – Proposer has strongly demonstrated past experience in similar projects with clear and precise approach and methodology.
  - **A** – Proposer has adequately demonstrated past experience in similar projects with clear and precise approach and methodology.
  - **NA** – Proposer has poorly demonstrated past experience with similar projects and/or is not clear and precise on approach and methodology.
  - **U** - Proposer has no experience with similar projects and/or provided poor or no approach or methodology.
  
- **Past Performance:** Proposal should demonstrate the Firm's ability to meet schedule demands and complete projects by agreed-upon deadlines, and to complete work on or under budget. References should be included that help Martha's Vineyard Airport ascertain and determine the quality of the projects completed, and the satisfaction of clients where projects have previously been undertaken by the proposing Firm. Firm shall disclose all arbitration, litigation, lawsuits, and other legal actions associated with projects Firm was involved with in the past five years.
  - **HA** – Proposer has strongly demonstrated the ability to meet scheduled deadlines with more than 90% of projects being on or under budget.
  - **A** - Proposer has adequately demonstrated the ability to meet scheduled deadlines with less than 90% but more than 85% on or under budget.
  - **NA** - Proposer has poorly demonstrated the ability to meet scheduled deadlines with less than 85% but more than 80% on or under budget.
  - **U** – Proposer has failed to meet most scheduled deadlines with less than 80% on or under budget.
  
- **Project Manager or Key Personnel to be assigned to the Projects:** A key element in the success of providing professional services is the Project Manager. PROPOSAL should include resume and detail of experience relevant to the provision of these services. PROPOSAL shall also include longevity with proposed Firm, where Project Manager will be based, and his/her ability to travel to Martha's Vineyard Airport. PROPOSAL should also demonstrate the Project Manager understands the challenges and opportunities of this project.
  - **HA** – Project Manager's resume is detailed, indicates longevity with proposing firm of (10) years or more and has demonstrated ability and understanding of travel to and from Martha's Vineyard.
  - **A** - Project Manager's resume is detailed, indicates longevity with proposing firm of less than 10 years but more than 5 years, and has demonstrated ability and understanding of

- travel to and from Martha's Vineyard.
- **NA** - Project Manager's resume is detailed but has less than 5 years but more than 3 years longevity with proposing firm and has limited understanding of travel to and from Martha's Vineyard.
  - **U** - Project Manager's resume is not detailed and/or has less than 3 years longevity with proposing firm and is unable to demonstrate ability and understanding of travel to and from Martha's Vineyard.
  - **Approach to Performing Work:** Proposal should include approach to performing the engineering services. Your own experience should allow you to expand on this description in your response to the Proposal.
    - **HA** - Proposer has provided a detailed, clear and concise approach which highly demonstrates comprehension of the scope of services required.
    - **A** - Proposer has provided a somewhat detailed, clear and concise approach which adequately demonstrates comprehension of the scope of services required.
    - **NA** - Proposer has provided little detail or an unclear approach which does not demonstrate comprehension of the scope of services required.
    - **U** - Proposer has not provided any detail or an unclear approach which does not demonstrate comprehension of the scope of services required.

**Interviews:** The Selection Committee may interview finalists to determine if the offerors are responsive and responsible, and meet the needs of the Airport. Offerors should therefore be prepared to travel to Martha's Vineyard for this interview, which should include the Team Leader and additional key personnel who will be working on projects on a day-to-day basis. The Airport will not assume any travel costs related to these interviews.

The Commission reserves the right to waive any formalities, waive or modify minor deviations after prior notification to the Consultant, and to reject or negotiate any and all submittals. The Commission also reserves the right to reject, in its discretion, any and all submittals not deemed in the best interest of the Commission, and to reject as informal such submittals that, in the Commission's opinion, are incomplete, conditional, obscure, or contain irregularities of any kind.

## 1.15 Award

Following final ranking of the Consultants, the Commission will conduct contract negotiations with one or more of the highest ranked Consultants. If satisfactory negotiations with those Consultant(s) are not possible, the Commission will begin negotiations with one or more of the next highest ranked and qualified Consultants and continue, as such, until the Commission's contract needs are met and satisfactory negotiations are completed. The Commission may award one or more contracts, following successful negotiations and the required approvals, if it determines that doing so is in the best interest of the Commission.

This RFQ does not represent any obligation or agreement whatsoever on the part of the Commission which may only be incurred or entered into by written agreement authorized by the Commission. Selection of a respondent will not create any rights on the respondent's part, including, without limitation, rights of enforcement, equity or reimbursement, until after all required government approvals received and the insurance, agreement and all related documents

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are fully approved and executed.

#### **1.16 Restriction of Communications**

Respondents are prohibited from contact related to this RFQ with any Commission member, officer, staff, employee or representative other than designated personnel and in formal interviews requested by the Committee from the date this RFQ is issued until the contract(s) have been executed by the Commission. Violation of this provision would be grounds for immediate disqualification.

All inquiries concerning this procurement must be addressed to the following designated contacts for this Procurement: **Geoff Freeman, Airport Director at [GFreeman@mvvairport.com](mailto:GFreeman@mvvairport.com). Please indicate RFQ Reference # MVY RFQ 2021-06 in Subject Line.**

#### **1.17 Notice to Consultants - Exceptions and Document Retention**

Please retain a copy of this complete document for your records. This is the only copy you will receive.

Consultants must clearly and completely indicate any and all exceptions and objections to this RFQ in their submittals. Exceptions to the requirements of this RFQ may be cause for a Consultant's submittal to be disqualified.

#### **1.18 OSHA**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **1.19 Federal Fair Labor Standards Act (FLSA)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

#### **1.20 Submittal Costs**

The costs for this entire submittal effort shall be borne by the Consultant. The Commission will not reimburse any Consultant or other firm for any costs associated with this submittal effort.



On-Call General Airport Architectural, Engineering and Planning Services  
Martha's Vineyard Airport #MVY RFQ 2021-06

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On-Call General Airport Architectural, Engineering and Planning Services  
Martha's Vineyard Airport #MVY RFQ 2021-06

**Attachment 1**

**Standard Designer Application Form for Municipalities**

(see attached form)

## **Attachment 2**

### **Scope of Services**

The Consultant shall provide professional services necessary for project development, design, bidding and inspection. The following summarizes some of the elements of work involved and is not intended to be exhaustive. Additional work items may be required in order to achieve objectives for a specific project.

#### **I. Preliminary Phase**

- A. Conferring with the Martha's Vineyard Airport Commission on project requirements, finances, schedules, early phases of the project, and other pertinent matters; meeting with FAA, the MassDOT and other concerned agencies and parties on matters affecting the project.
- B. Planning, procuring, and/or preparing necessary surveys, field investigations, and architectural and engineering studies required for preliminary design considerations.
- C. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
- D. Address any code or other special requirements relating to the work.
- E. Determine NEPA/MEPA status of project and submit environmental review documents to involved agencies to obtain environmental project approval.
- F. Any other task(s) as may be required.

#### **II. Design Phase**

- A. Meetings and design conferences with the Martha's Vineyard Airport Commission to obtain information and to coordinate or resolve design matters.
- B. Conferences with the FAA and MassDOT to review their programming and design standards and become knowledgeable of the data that is already available for the project.



- C. Aid the Martha's Vineyard Airport Commission by acting as liaison and project coordinator with the FAA and MassDOT.
- D. Collect data and undertake field investigations, surveys, architectural, engineering, planning and environmental studies. Prepare plans, design report and cost estimates for review and acceptance by the Martha's Vineyard Airport Commission, FAA and MassDOT.
- F. Prepare detailed applications for project funding to meet the Airport Improvement Program criteria of the FAA and MassDOT.
- G. Prepare and furnish detailed construction plans, specifications, and contract documents for the project. Provide as many copies of the contract documents to the Martha's Vineyard Airport Commission as may be required.
- H. Update the Airport Layout Plan.
- I. Assist the Commission in securing bids, tabulation and analysis of bid results, and furnish recommendations on the award of the construction contract.
- J. Assist the Commission in the preparation of formal contract documents for the award of contracts.
- K. Any other task(s) that may be required.

### **III. Construction Administration Phase**

- A. Prepare a construction management plan to include a quality assurance plan, a quality control plan, and construction safety plan for submission and approval by the FAA.
- B. Provide consultation and advice to the Martha's Vineyard Airport Commission during all phases of construction.
- C. Review and take action on all shop drawings submitted by the contractor for compliance with the contract documents.
- D. Render interpretations of the contract documents for proper execution and progress of the work.
- E. Prepare and furnish record drawings.

- F. Issue certificates of completion to the Martha's Vineyard Airport Commission, FAA and MassDOT.
- G. Provide assistance to the Martha's Vineyard Airport Commission in any litigation that may arise from the construction of the project.
- H. Attend all meetings as required by the Martha's Vineyard Airport Commission.
- I. Provide all closeout documentation as may be required by the Martha's Vineyard Airport Commission, FAA and MassDOT.
- J. Any other task(s) that may be required.

#### **IV. Construction Inspection Phase**

- A. Conduct preconstruction meetings, record and prepare minutes.
- B. Provide technical inspection by an FAA certified resident engineer and supporting staff that will also:
  - 1. Maintain a project record in conformance with the Manual of Uniform Record Keeping Procedures (MURK) requirements of the MassDOT for aviation capital projects.
  - 2. Review and approve requests for monthly and final payments to contractors.
  - 3. Prepare monthly and final requests for reimbursement for federal and state aid on behalf of the Martha's Vineyard Airport Commission.
  - 4. Supervise testing and inspection. Arrange for, conduct or witness field, laboratory or shop tests of construction materials as required by the Plans and Specifications; determine the suitability of materials on the site and brought to the site to be used in construction; interpret the Contract Plans and Specifications and check the construction activities for compliance with the intent of the design; measure, compute or check quantities of work performed and quantities of materials in place for partial and final payments to the contractors.

5. Prepare and negotiate change orders and supplemental agreements with the contractor on behalf of the Martha's Vineyard Airport Commission.
- C. Conduct periodic job meetings and record and distribute minutes.
- D. Submit progress reports of construction activity and problems encountered, as required by the Martha's Vineyard Airport Commission, FAA and MassDOT.
- E. Provide notification to the Martha's Vineyard Airport Commission of observed defects and deficiencies in the work, testing results and any other matters not in conformance with the contracts let by the Martha's Vineyard Airport Commission. Advise the Martha's Vineyard Airport Commission as to adequacy of contractor's and subcontractor's personnel, equipment, materials and supplies to maintain job schedule.
- F. Maintain at the job site orderly files and correspondence, reports of job conferences, shop drawings and samples, reproduction of original contract documents, including all work directed changes, agenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, architect clarifications and interpretations of the contract documents, progress reports, and other project related documents.
- G. Any other task(s) as may be required.

**V. The Duties and Responsibilities For Continuous Resident Inspection**

- A. Daily on-site observation and inspection of the work and the contractors to monitor that the work is done, that the contractors are in compliance with the contracts awarded by the Martha's Vineyard Airport Commission, and that each contractor has ample skilled labor and materials to maintain its contract schedule so that the project is completed in a timely and proper fashion.
- B. General coordination of the work in progress and the separate contractors.
- C. Provide immediate notification to the Martha's Vineyard Airport Commission of defects and deficiencies in the work, testing results and any other matters not in conformance with the contracts let by the Commission. Regularly advise Commission as to adequacy of

contractors and subcontractors personnel, equipment, materials and supplies to maintain job schedule.

- D. Conduct pre-construction conferences with successful bidders. Schedule and conduct weekly progress meetings to discuss such matters as procedures, progress, problems, scheduling and other matters relevant to the project. Take, transcribe and distribute to all parties minutes of such job meetings. Additional job meetings shall be scheduled as requested by the Martha's Vineyard Airport Commission. The location and time of meeting shall be selected by the Commission.
- E. Observe all testing; cause to be completed all testing required by the contract documents or as directed by the Commission.
- F. Measure, compute and determine quantities of materials in place and/or work performed; determine the suitability of all materials on site before such are incorporated into the work.
- G. Review contractor applications for payment and determine and approve amounts properly owing. Inspectors approval or a contractor's application for payment shall constitute a representation to the Martha's Vineyard Airport Commission of Syracuse that the work has progressed to the point indicated and is in conformance with all requirements of the contract documents.
- H. Negotiate, process, and advise the Martha's Vineyard Airport Commission with respect to change orders; timely request interpretations of contract documents or other information so as to avoid delay.
- I. Performance of such other services as may be required by the Martha's Vineyard Airport Commission for proper inspection and coordination of all work on the project.
- J. Maintain at the job site orderly files and correspondence, reports of job conferences, shop drawings and samples, reproduction of original contract documents including all work directed changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, architect clarifications and interpretations of the contract documents, progress reports, and other project related documents.
- K. Keep a daily diary or log book recording contractor staff and hours

on the job site, weather conditions, work performed daily, quantities of material delivered and incorporated into work, change orders, changed conditions, list of job site visitors, daily activities, decisions, observations, testing and such other and different matters as the Martha's Vineyard Airport Commission may direct. Copies to be sent to the Commission.

- L. Inspector shall obtain prior written approval from the Airport Manager if Inspector wishes to utilize the service of more than one Resident Engineer or Resident Inspector; otherwise, no compensation shall be payable for such services.
- M. For projects funded by the FAA and MassDot, record keeping must conform to the Manual of Uniform Record Keeping Procedures (MURK).

**\*Note:** Duties which are part of the basic services construction administration phase, such as Items V.D, V.G, and V.H, shall not result in duplicative charges to the Martha's Vineyard Airport Commission.

### **Attachment 3**

#### **Professional Services Agreement Form**

See attached form entitled,  
"Agreement for On-Call General Airport Architectural, Engineering and Planning Consulting Services"

**AGREEMENT FOR ON-CALL GENERAL AIRPORT ARCHITECTURAL,  
ENGINEERING AND PLANNING CONSULTING SERVICES**

**AGREEMENT** ("Agreement" or "Contract") made effective as of \_\_\_\_\_, 2021, by and between the **MARTHA'S VINEYARD AIRPORT COMMISSION**, a public Commission established M.G.L. c. 90, §§35-52, with a place of business at 71 Airport Road, Vineyard Haven, Massachusetts (hereinafter the "Sponsor" or "Commission"), and \_\_\_\_\_, a [partnership] [corporation] existing under the laws of the State of \_\_\_\_\_, having offices at \_\_\_\_\_ (hereinafter the "Consultant").

**WITNESSETH**

**WHEREAS**, it is the intention of the Sponsor to engage the professional services of General Airport Consultant(s) to provide planning, design, construction management and general airport consulting services for various projects at Martha's Vineyard Airport; and

**WHEREAS**, the Consultant has responded to the Sponsor's Request for Qualifications (RFQ) for On-Call General Airport Architectural, Engineering and Planning Consultant(s), RFQ Reference #**MVY RFQ 2021-06**, issued on **August 23, 2021**, and, based upon the Consultant's response to the RFQ, the Sponsor wishes to retain the Consultant, and the Consultant wishes to render certain professional services; and

**WHEREAS**, the Martha's Vineyard Airport Commission by vote dated \_\_\_\_\_, 2021, has duly authorized this Agreement, and this Agreement is subject to such authorization; and

**WHEREAS**, the Commission has authorized this Agreement for a three (3) year period with the option of the Commission to renew for two (2) additional one (1) year periods, subject to approval by the; and

**WHEREAS**, the Commission has authorized a not-to-exceed sum of \$ 3,000,000.00 (Three Million Dollars) to compensate the Consultant in accordance with work orders to be issued by the Airport Manager pursuant to this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Commission and Consultant agree as follows:

**ARTICLE 1**

**CONSULTANT'S SERVICES**

**1.1** The Sponsor agrees to and hereby does retain and employ the professional services of the Consultant because of its ability and reputation, and the Consultant agrees to perform professional services for the Sponsor as an On-Call General Airport Architectural, Engineering and Planning Consultant.

**1.2** The Consultant shall perform the following professional services for the Sponsor for various projects at the Martha's Vineyard Airport ("Airport") as an On-Call General Airport Architectural, Engineering and Planning Consultant pursuant to a duly authorized work order issued by the Airport Manager and in accordance with the terms and conditions of this Agreement:

**1.2.1** Program Management

These tasks may include the preparation of capital improvement plans, project descriptions and justifications, Federal and State funding applications and reimbursement requests, project closeout documentation, and all necessary Federal and State documents that may be required during the course of each project. Processing of, and familiarity with, Federal and State grant programs are required. The Consultant must demonstrate its ability to provide grants administration services. Grants administration is included in the Consultant's responsibility.

**1.2.2** Airport Planning, Programming and Environmental Services

These tasks may include, without limitation, environmental assessment reports, noise control plans, NEPA/MEPA requirements, airport development schedules, cost estimates, financial, and airport planning studies. The Consultant may also be required to participate in public information programs and/or public hearings relating to Airport development and planning projects.

**1.2.3** Environmental Remediation Services

These tasks may include, without limitation, environmental investigations, remedial planning and design, and engineering/scientific analysis associated with remedial action. In addition, coordination with regulatory agencies, site health and safety monitoring during construction, and the implementation of remedial action during Airport operations as required.

**1.2.4** Architectural/Engineering Design Services

These tasks may include, without limitation, architectural, civil, structural, mechanical, electrical, and specialized services for the planning and preparation of contract documents for airside, terminal area, and business park facilities in accordance with FAA and State requirements.

**1.2.5** Bidding and Negotiation Services

These tasks may include, without limitation, assisting the Commission with advertising, securing bids, analyzing bid results, and furnishing recommendations on the award of contracts, consistent with all legal and other applicable requirements.

#### **1.2.6 Construction Inspection Services**

These tasks may include, without limitation, on-site observation and inspection of the contractor's work, including record keeping.

#### **1.2.7 Construction Management Services**

These tasks may include, without limitation, directing, coordinating and/or overseeing a variety of construction projects including, but not limited to, coordination of multiple construction contracts, construction scheduling, review of payment requests, and construction management. The Consultant shall act as the Commission's agent/representative.

#### **1.2.7 Specialized Services**

These services may be performed by the Consultant or a subconsultant, through the Consultant, including, without limitation, soil investigations, laboratory tests, analysis and reports, land surveys and topographic maps, field and/or construction surveys, passenger surveys and research, photogrammetric surveys, property maps, public involvement, security system design, business park design, and lease lot appraisal.

#### **1.2.8 Miscellaneous Architectural, Engineering and Planning Services**

These services may be required by the Commission on an as-needed basis.

**1.3** It is the Commission's objective to maintain and expand the Airport when feasible utilizing funds from the anticipated Airport Improvement Program (the "AIP"), as well as funds generated from Passenger Facility Charges or other appropriate sources. In order to accomplish this, the Commission intends to identify one or more Consultant(s) on a continuing basis for both FAA/MASS-DOT (Aeronautics Division) Grant Eligible Projects and Non-Eligible Projects. The Commission will rely heavily on the Consultant(s) to assist in the overall program management and development of projects at the Airport. It is anticipated that individual projects (Grant Eligible and Non-Eligible) will be assigned to the selected Consultant(s) periodically over the next three (3) years. The Commission reserves the right to stop assigning projects to the selected Consultant(s) at any time, and to select other consultants for specific projects on a case-by-case basis.

**1.4** As an On-Call General Airport Architectural, Engineering and Planning Consultant, the Consultant shall perform professional services for the Sponsor for various projects at the Airport, including without limitation the services set forth in the Detailed



Scope of Services attached hereto as Exhibit "A" and made a part of this Agreement. The parties agree and understand that the Detailed Scope of Services is not exhaustive and that additional work items may be required in order to achieve objectives for a specific project.

**1.5** The projects that the Commission intends to pursue, and which require the professional services provided in the Agreement, are listed in Exhibit "D", including a tentative proposed schedule for their implementation.

**1.6** Standard of Care. The Consultant agrees that: the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice. The Consultant shall be responsible for the professional accuracy and coordination of all Deliverables, including without limitation, designs, drawings, specifications, digital files, cost estimates, and other services and submittals furnished by the Consultant and by its sub-consultants in accordance with the standard of care set forth herein.

**1.7** The Designer agrees that Designer's personnel who shall provide services under this Contract are those listed in its Statement of Qualifications submitted in response to the RFQ. No changes or additions may be made to Designer's personnel without approval by the Airport Manager. The Designer shall provide sufficient personnel to complete the services required by for each work order authorized under this Agreement in a continuous and timely manner.

**1.8** No actual performance of professional services by the Consultant as a General Airport Consultant is authorized by this Agreement. For the Consultant to be authorized to perform professional services as a General Airport Consultant under this Agreement, the Airport Manager must execute and issue a work order (See Exhibit "B").

**1.9** Each work order duly authorized in accordance with the terms and conditions of this Agreement shall consist of a work order authorizing a specific project, a schedule to describe the scope of work to be performed for the project ("Schedule A to the work order") and a schedule to establish the method of payment (either Cost Plus Fixed Fee or Lump Sum) for such work with a breakdown of the costs permitted by the method of payment as set forth in Article 2 of this Agreement ("Schedule B to the work order"). The work order shall be substantially in the form attached hereto as Exhibit "B" and made a part of this Agreement. In the event that any work is requested by the Commission and performed by the Consultant that is not eligible for federal or state grand funding, such work will be authorized under a separate work order to ensure segregation of grant funds from any expenditures for activities not eligible for grant funding.

## ARTICLE 2

### COMPENSATION

**2.1** The Sponsor shall pay the Consultant for professional services rendered in accordance with Schedule B to the work order. The methods below shall be applied to calculate payments to the Consultant for each work order, unless special provisions are agreed to for a particular project as defined in the work order for that project.

**2.2** For projects on which the scope of work cannot be specifically defined at the time of preparation of the work order, the Cost Plus Fixed Fee method shall be utilized as defined in Section 2.3 below. If the scope of work for the project can be specifically defined at the time of preparation of the work order, then the Lump Sum method shall be utilized as defined in Section 2.4 below. Final decisions on the applicable method of payment shall be made by the Sponsor.

**2.3** Cost Plus Fixed Fee Method. The Sponsor shall pay to the Consultant, and the Consultant agrees to accept as full compensation for its professional services for each work order issued under this Agreement where the Cost Plus Fixed Fee Method is the applicable method of payment, the sum of the following:

**2.3.1** Actual direct salaries of all employees assigned to a project on a full-time basis for all or part of the term of the work order, plus properly allocable partial salaries of all persons working part-time on such project, as identified in Schedule B to the work order, all subject to audit. Overtime in accordance with the terms of the work order shall be charged under this Item. The cost of partners and principals' salaries (or allowable portion thereof) included in direct costs during the period that they are working specifically on the project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, partners and principals' salaries are only eligible as an overhead cost.

**2.3.2** Actual direct non-salary costs incurred in fulfilling the terms of a work order duly authorized pursuant to the terms and conditions of this Agreement, as identified in Schedule B to the work order, all subject to audit.

**2.3.3** Overhead allowance based on actual expenses incurred during the term of a work order duly authorized pursuant to the terms and conditions of this Agreement, subject to audit. Submitted overhead amounts may be audited based upon Federal regulations and State policy. The overhead allowance for the first year of the Agreement (2021) shall not exceed 165%. The overhead allowance shall not be applied to premium time costs. The overhead allowance permitted herein may be amended each year of the term of this Agreement. Said amendment to the Agreement shall be executed by the parties after the Consultant provides a certified statement from the Consultant's accountant to validate overhead in excess of 165% or to confirm a lower amount for future years. The Consultant's failure to provide said certified statement from its accountant shall be deemed a waiver by Consultant of its right to have the overhead allowance permitted herein amended. This procedure is agreed by the parties

as being in compliance with the terms of 49 USC Section 5325(b). For the purpose of this Agreement, an accounting period shall be the Consultant's fiscal year. For monthly billing purposes, the latest overhead percentage determined in accordance with the foregoing paragraph shall be applied to the charges made under this Item. For the purpose of establishing the final payment under a work order, the actual allowable overhead percentage determined for each accounting period shall be applied to that accounting period.

**2.3.4 Fixed Fee.** A fixed fee not to exceed fifteen percent (15%) shall be assessed on labor, overhead and direct expenses (as identified in Schedule B to the work order) associated with each work order. A fixed fee is not an allowable expense and shall not be applicable to subcontractors, non-reimbursable direct expenses and/or any other costs not covered under this Agreement.

**2.3.5** A summary of the monies due to the Consultant under Sections 2.3.1 – 2.3.4 for each work order shall be attached and listed in Schedule B to the work order.

**2.3.6** In the event of any claims being made or any actions being brought in connection with a work order duly authorized pursuant to the terms and conditions of this Agreement, the Consultant agrees to render to the Sponsor all assistance requested by the Sponsor. Compensation for professional services performed and costs incurred in connection with such requirements shall be made on a fair and equitable basis. In all cases provided for in this Agreement for the additional services above described, the Sponsor's directions shall be exercised by a work order duly executed, issued and authorized in accordance with the terms and conditions of this Agreement.

**2.3.7** This Agreement shall be reviewed by the Consultant when thirty percent (30%) and sixty percent (60%) of the allocated fees in the Agreement have been expended to determine if any changes or amendments are warranted. The Consultant agrees to notify the Sponsor and the FAA of the findings of each such review, in writing.

**2.3.8 Partial Payments** The Consultant shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section 2.1 of this Article. Monthly bills shall clearly identify the costs of the professional services performed and are subject to approval of the Sponsor. A percentage of the fixed fee defined in Section 2.3.4 of this Article shall be paid with each monthly payment. The percentage to be used in calculating the monthly payment under Section 2.3.4, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of fixed fee) allocated to fulfill the terms of this Agreement as established herein.

**2.3.9** Accounts of the Consultant shall clearly identify the costs of the professional services performed under this Agreement and may be subject to periodic and final audit by the Sponsor, the Aeronautics Division of MassDOT and the FAA. Such an audit shall be a condition for making partial payments, where applicable.

**2.3.10** The Sponsor shall retain five percent (5%) of each monthly payment due under this Agreement, conditioned upon the faithful performance of all terms and provisions of this Agreement by the Consultant. Release of the retainage will be made upon the satisfactory completion of the professional services under each work order as outlined below.

**2.3.11** Final Payment. Upon completion and acceptance of a project authorized by a work order by the Sponsor, the Aeronautics Division of MassDOT and the FAA, fifty percent (50%) of the retained percentages may be released. Final payment, including the balance of retainage, shall be made within sixty (60) days after the Sponsor completes its review of the project and determines that the Consultant's work on the project was in compliance with the requirements of the applicable work order and this Agreement. The acceptance by the Consultant of the final payment shall constitute and operate as a release to the Sponsor for all claims and liability to the Consultant or its representatives, except as otherwise provided in Section 2.3, herein.

**2.3.12** The maximum amount payable under a work order, including profit, shall be established in Schedule B to the work order.

**2.3.13** Time for completion of the professional services required in a work order shall be as recorded in Schedule A to the work order.

**2.4** Lump Sum Method. The Sponsor shall pay to the Consultant and the Consultant agrees to accept as full compensation for its professional services for each work order issued under this Agreement where the Lump Sum Method is the applicable method of payment, a Lump Sum Fee covering salaries of employees assigned to a project, all indirect costs, all direct expenses and profit (with the exception of profit generated from subcontractor costs which the Consultant retains to perform certain duties associated with the project which the Consultant is not able to perform). The maximum fee under this Section cannot be exceeded for any reason, unless additional services are performed in accordance with the Extra Work Provisions set forth in Article 9 of this Agreement.

**2.4.1** Partial payments of a Lump Sum Fee shall be made monthly on account. Such monthly installments shall be in amounts determined by the Sponsor and shall be based on its review of a monthly progress report submitted by the Consultant. Retainage in the amount of five percent (5%) of each monthly installment shall be withheld by the Sponsor conditioned upon the faithful performance of all terms and provisions of this Agreement. Release of retainage will be made upon the satisfactory completion of the professional services under a work order covered by the Lump Sum Fee.

**2.4.2** The time for completion of the professional services required in a work order shall be as recorded in Schedule A to the work order, which will be made a part of this Agreement when the work order is duly authorized.

**2.4.3** The Consultant's Lump Sum fee is prescribed in Schedule B to the work order,

which will be made a part of this Agreement when the work order is duly authorized.

**2.5** The compensation to be provided the Consultant for all work to be provided under this Agreement pursuant to duly authorized work orders shall not exceed \$3,000,000.00.

**2.6** The Consultant specifically agrees that the Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies available for the purpose.

### **ARTICLE 3**

#### **STANDARD PRACTICES AND REQUIREMENTS**

**3.1** The Consultant shall ascertain the standard practices of the Sponsor, the MassDOT and the FAA prior to beginning any of the professional services for a project. Where practicable, all professional services required under this Agreement (including any work order duly authorized pursuant to the terms and conditions of this Agreement) shall be performed in accordance with these standard practices. In the event that provisions of these standard practices are in conflict or strict adherence to same is impossible or undesirable, the Consultant may, with the approval of the other parties, vary or deviate from such standards. The Consultant shall certify that all professional services performed under this Agreement (including duly authorized work orders) will conform with all applicable Federal and State standards and/or with deviations from such standards when approved. All work shall be designed in accordance with all applicable building codes.

### **ARTICLE 4**

#### **DOCUMENTS FORMING THE CONTRACT**

**4.1** The documents forming the contract between the Sponsor and the Consultant shall include the RFQ, the Consultant's Proposal in response to the RFQ, this Agreement and any and all work orders, along with Schedule A to the work order and Schedule B to the work order, that have been executed, issued and authorized in accordance and conditions of this Agreement. In the event of a conflict between the terms and conditions of the RFQ, the Consultant's Proposal in response to the RFQ and this Agreement, the terms and conditions of this Agreement shall control.

### **ARTICLE 5**

#### **TAXES, ROYALTIES AND EXPENSES**

**5.1** The Consultant shall pay all taxes, royalties and expenses incurred in connection with the services under this Agreement, unless otherwise provided for in Article 2.

## ARTICLE 6

### CONSULTANT'S INDEMNITY; INSURANCE

**6.1** The Consultant covenants and agrees to indemnify, hold harmless, protect and, except for professional liability claims, defend (with counsel acceptable to the Sponsor), the Sponsor, its officers and employees, agents, the MassDOT and the FAA from and against any and all liability, damages, cost or expense arising from injury or death to persons, damage to property, or claims against the Sponsor, its officers and employees, arising from or caused by the Consultant's own errors, omissions and negligent or wrongful acts in performing services pursuant to this Agreement.

**6.2** The Consultant further covenants and agrees to indemnify, hold harmless, protect and defend (with counsel acceptable to the Sponsor), the Sponsor, its officers and employees, agents, the MassDOT, and the FAA, from and against any and all liability, damages, cost or expense arising from any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant, its employees, officers, agents, servants or subcontractors.

**6.3** Furthermore, the aforementioned indemnity shall survive termination of this Agreement. The Consultant further covenants and agrees to maintain the necessary insurance coverage to effectuate this Indemnification and Defense clause except for defense under the professional liability policy. In addition, the aforementioned indemnity and defense shall not be limited by reason of enumeration of any insurance coverage provided herein except for no defense is provided under the professional liability policy.

**6.4** Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or the Sponsor beyond such as may legally exist irrespective of this Article or this Agreement.

**6.5** The Consultant shall purchase and maintain, at its own cost and expense, and ensure that its subcontractors purchase and maintain at their cost and expense, at all times for the duration of this Agreement the insurance coverages described in Exhibit "C" attached to and made a part of this Agreement. The Consultant shall comply, and ensure that its subcontractors comply, with the requirements set forth in said Exhibit "C".

## ARTICLE 7

### NON-DISCRIMINATION PROVISIONS

**7.1** Title VI of Civil Rights Act of 1964 (49 CFR Part 21) (For FAA Grant-Eligible Projects). During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

**7.1.1** Compliance with Regulations. The Consultant will comply with the "Title VI

List of Pertinent Nondiscrimination Statutes and Authorities” set forth in Appendix E of FAA Order 1400.11 (entitled, “Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration”), as such list may be amended from time to time, and which is herein incorporated by reference and made a part of this Agreement.

**7.1.2 Non-discrimination.** The Consultant, with regard to the work performed by it during the Agreement, 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 Consultant will not participate either directly or indirectly in the discrimination prohibited by the Non-discrimination Acts and Authorities, including employment practices when the Agreement covers a program set forth in Appendix B of 49 CFR Part 21.

**7.1.3 Solicitations for Subcontract, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**7.1.4 Information and Reports.** The Consultant 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 FAA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

**7.1.5 Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the Nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (a) Withholding payments to the Consultant under the Agreement until the Consultant complies, and/or
- (b) Cancelling, terminating, or suspending the Agreement, in whole or in part.

**7.1.6 Incorporation of Provisions.** The Consultant will include the provisions of Sections 7.1.1 through 7.1.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such

provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**7.2** Airport and Airway Improvement Act of 1982, Section 520 (49 USC §47123) (For FAA Grant-Eligible Projects). The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and its subcontractors from the solicitation of qualifications through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**7.3** Equal Opportunity (41 CFR §60-1.4). During the performance of this contract, the contractor agrees as follows:

**7.3.1** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**7.3.2** The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

**7.3.3** The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**7.3.4** The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**7.3.5** The Consultant will furnish all information and reports required by Executive



Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**7.3.6** In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**7.3.7** The Consultant will include the portion of the sentence immediately preceding paragraph 7.3 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**7.4** The Consultant shall comply with and adhere to all applicable state laws and regulations relating to Non-Discrimination.

## ARTICLE 8

### ASSIGNMENT REQUIREMENTS

The Consultant specifically agrees that:

**8.1** Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation without the previous consent in writing of the Sponsor and the FAA.

**8.2** If this provision of the Agreement is violated, the Sponsor may revoke and annul the Agreement, and the Sponsor shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the Consultant shall assign, transfer, convey, sublet or otherwise dispose of the Agreement, and such transferee shall forfeit and lose all monies therefore assigned under said Agreement, except so much as

may be required to pay its employees.

## ARTICLE 9

### EXTRA WORK

**9.1** If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement or any work order authorized to be issued hereunder, and constitutes Extra Work, then it shall promptly notify the Sponsor of that fact. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement or any work order and constitutes Extra Work.

**9.2** If the Sponsor determines that such work does constitute Extra Work, it shall provide extra compensation to the Consultant upon a fair and equitable basis. An amendment to the Agreement providing for such compensation for Extra Work shall be prepared and executed by the Consultant and Sponsor and be approved by the appropriate State and Federal officials, as may be required. Approval by the Sponsor shall require formal approval by the Airport Manager. Execution of an amendment to the Agreement by the Sponsor for Extra Work shall only be done after the Airport Manager has given his/her formal approval.

## ARTICLE 10

### ABANDONMENT, CHANGE OF PLAN OR TERMINATION OF CONTRACT

**10.1** The Sponsor shall have the absolute right to abandon the work or to amend its project or to change the general basis at any time, and such action on its part shall in no event be deemed a breach of contract.

**10.2** If the Sponsor does amend its project or change the general basis and the Consultant is of the opinion that Extra Work is made necessary as a result thereof, the provisions of Article 9 of this Agreement with respect to Extra Work shall apply.

**10.3** Termination of Contract (2 CFR 200, Appendix II) (For FAA Grant-Eligible Projects). The Sponsor may, by written notice, terminate this Agreement in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the Agreement's obligations. Upon Consultant's receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the Sponsor.

**10.3.1** If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price for the applicable work order shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

**10.3.2** If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

**10.3.3** If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.

**10.3.4** The rights and remedies of the Sponsor to terminate the Agreement, as provided in this Article, are in addition to any other rights and remedies provided by law or under this Agreement.

**10.4** In making an equitable adjustment in the contract price under Section 10.3.1, the Sponsor shall consider the following:

**10.4.1** The ratio of the amount of services performed by the Consultant prior to the termination of the Agreement to the total amount of services contemplated by this Agreement, less any payments previously made.

**10.4.2** The amount of the expense to which the Consultant is put in performing the services performed prior to the termination, in proportion to the amount of expense to which the Consultant would have been put had it been allowed to complete the total work contemplated by the Agreement, less any payment previously made.

**10.4.3** The actual cost incurred by the Consultant as verified by audit, plus a portion of the fixed fee equal to the percentage of work completed.

**10.5** In the event of a termination under Section 10.3.2, the value of the work performed by the Consultant prior to termination shall be fixed solely on the ratio of such work to the total amount of work contemplated by this Agreement.

**10.6** In the event of a termination under Section 10.3.3, adjustment in the contract price shall be made as provided in Section 10.4.

**10.7** Termination by the Sponsor shall not be deemed a breach of contract.

## ARTICLE 11

### SUSPENSION OF WORK

**11.1** In the event that the work under the Agreement is entirely suspended, the Consultant agrees that its services shall likewise be suspended without compensation for the suspended period, unless otherwise directed by the Sponsor. Upon resumption of the work under the Agreement, the Consultant shall resume its services under this Agreement until the

work is completed and accepted. In all cases provided for in this Agreement for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a work order in accordance with the terms and conditions of this Agreement.

## ARTICLE 12

### DISPOSITION OF PROJECT DOCUMENTS

**12.1** At the time of completion of a project, the Consultant shall make available to the Sponsor all original tracings, plans, maps, computerized documents and reports which have been prepared as the result of this Agreement. This material shall become the property of the Sponsor and the maintenance of the data shall be the responsibility of the Sponsor.

**12.2** In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the Consultant shall make available to the Sponsor all data and material prepared under this Agreement.

**12.3** Access to Records and Reports (2 CFR 200. Appendix II) (For FAA Grant-Eligible Projects). The Consultant shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the FAA and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed.

**12.4** In addition, the Consultant shall comply with all requirements regarding records, accounting controls and audits as set forth in M.G.L. c. 30, §39R. Among other requirements therein, the Consultant shall retain final payment records and accounts reflecting the transactions of the Consultant for six (6) years following final payment.

## ARTICLE 13

### DAMAGES AND DELAYS

**13.1** The Consultant agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood, however, that the permitting of the Consultant to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any or its rights herein.

## ARTICLE 14

### INDEPENDENT CONTRACTOR

**14.1** The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the Sponsor, by reason hereof, and that it will not by reason hereof make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

## ARTICLE 15

### PATENT RIGHTS AND COPYRIGHTS

**15.1** Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how data, and findings, shall be made available without cost to the Sponsor and the State or its licensees and the FAA. No material prepared in connection with a project authorized hereunder will be subject to copyright. The Sponsor, the State and the FAA will have the right to publish, distribute, disclose or otherwise use any material prepared under this Agreement.

**15.2** Rights to Inventions (2 CFR 200. Appendix II) (For FAA Grant-Eligible Projects). All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this Agreement or any applicable work order is executed.

## ARTICLE 16

### FEDERAL PARTICIPATION

**16.1** The FAA is not a party to this Agreement although the professional services covered by this Agreement are to be financially aided in part by a Grant Agreement between the Sponsor and the FAA as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The Sponsor and the Consultant hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement. The Consultant further agrees that by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the Consultant. The Consultant and the Sponsor agree that properly authorized officials of the FAA may from time to time inspect all project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

## ARTICLE 17

### TERM

**17.1** The term of this Agreement is for a three (3) year period and shall commence on \_\_\_\_\_, and terminate on \_\_\_\_\_, unless this Agreement is terminated earlier in accordance with its terms or renewed for up to two (2) additional one (1) year periods, subject to approval by the Commission.

## ARTICLE 18

### SUBCONTRACTORS

**18.1** All subcontractors performing work on a project shall be approved in advance by the Airport Manager and shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a subcontractor shall include all standard contract provisions required by state and federal law, and such agreements shall be subject to review by the FAA. All references in this Agreement to "subcontractors" shall be deemed also to include sub-consultants. The Consultant shall be responsible for compliance with such required contract provisions by all subcontractors, lower-tier subcontractors and service providers.

## ARTICLE 19

### REQUIREMENTS UNDER FEDERAL LAW

In addition to federal legal requirements in other articles of this Agreement, the Consultant shall comply with the following on all federal grant-eligible projects:

#### **19.1 DEBARMENT AND SUSPENSION (2 CFR Part 180; 2 CFR Part 1200)**

**19.1.1** The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify each lower tier participant of a "covered transaction under the project is not presently debarred or otherwise disqualified from participation in a federally assisted project. The Consultant shall accomplish this by:

- (a) Checking the System for Award Management at website:  
<http://www.sam.gov>
- (b) Collecting a certification statement similar to the Certificate Regarding and Suspension, above.
- (c) Inserting a clause or condition in the covered transaction with the lower tier contract.

**19.1.2** If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

**19.2 PROMPT PAYMENT OF SUBCONTRACTORS (49 CFR Part 26.29)**

**19.2.1** The Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Consultant receives from Sponsor. The Consultant agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor.

**19.3 LOBBYING/ INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20)**

**19.3.1** No Federal appropriated funds have been or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**19.3.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**19.4 BREACH OF CONTRACT TERMS (2 CFR 200. Appendix II)**

**19.4.1** Any violation or breach of terms of this Agreement on the part of the Consultant or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement.

(a) The Sponsor will provide the Consultant written notice that describes the nature of the breach and the correction actions that the Consultant must undertake and the date(s) by which time corrective action must be taken in order to avoid termination of the contract. The Sponsor reserves the right to withhold payments to the Consultant until such time as the Consultant corrects the breach or the Sponsor elects to terminate this Contract in accordance with Article

(b) The duties and obligations imposed by the Contract Documents and the rights

and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **19.5 TRADE RESTRICTION (49 CFR Part 30)**

**19.5.1** The Consultant or subcontractor, by submission of a proposal in response to the RFQ and/or execution of the Agreement, certifies that it:

- (a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

**19.5.2** Unless the restrictions of this Article are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the Agreement at no cost to the Government.

**19.5.3** Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

**19.5.4** The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

**19.5.5** This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

**19.5.6** Nothing contained in the foregoing shall be construed to require establishment of



a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Consultant or a subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**19.5.7** This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **19.6 TEXTING WHILE DRIVING**

**19.6.1** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

**19.6.2** In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

## **ARTICLE 20**

### **ADDITIONAL STATE LEGAL REQUIREMENTS**

#### **20.1 LIFE-CYCLE COST ESTIMATES [M.G.L. c. 149 §44M].**

**20.1.1** The Consultant shall comply with all of the life-cycle cost estimate and analysis requirements set forth in M.G.L. c. 7C s. 29 and c. 149 s. 44M.

#### **20.2 COMPLIANCE WITH STATE ETHICS ACT [M.G.L. c. 268A].**

**20.2.1** The Consultant shall familiarize itself with and at all times comply with the conflict of interest law, M.G.L. c. 268A (the "Ethics Act").

**20.2.2** The Consultant shall promptly disclose to the Commission any matters which, although they may not violate the Ethics Act, may give rise to a potential conflict of interest on the part of the Consultant in the performance of its duties under this Agreement.

## ARTICLE 21

### MISCELLANEOUS

**21.1** The Consultant agrees that it shall require all persons employed for any work under this Agreement, including its subcontractors, agents, officers and employees, to comply with all applicable laws in the jurisdiction in which the work is performed.

**21.2** Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**21.3** By execution of this Agreement, the Consultant represents that it has not paid and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of this Agreement.

**21.4** Waiver. Failure of the Sponsor to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein, but the same shall remain in full force and effect.

**21.5** Amendment. No amendment to this Agreement shall be effective unless it is in writing and executed by authorized representative of both parties.

**21.6** Compliance with Laws. The Consultant, its agents and employees, shall comply with all applicable federal and state laws and rules and regulations.

**21.7** Notices. Notice to the Commission shall be deemed sufficient if the notice is in writing and either personally delivered or mailed by certified mail, postage prepaid and return receipt requested, addressed to the Airport Manager, 71 Airport Road, Vineyard Haven, MA 02568 or to such other address as the Sponsor may designate in writing from time to time. Notices to the Consultant shall be deemed sufficient if the notice is in writing and either personally delivered or mailed, postage prepaid and return receipt requested, addressed to the Consultant at the address shown above or to other such address as the Consultant may designate in writing from time to time.

**21.8** Captions. Section captions are intended to facilitate the reading of this Agreement and shall not affect the meaning or interpretation of any provision.

**21.9** Choice of Law: This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles.

**21.10** Venue. Venue of any legal action commenced under this Agreement shall be in the Superior Court of the County of Dukes County or the Federal Court of the District of Massachusetts.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Sponsor and the Consultant has executed this Agreement as of the date and year first above written.

**MARTHA'S VINEYARD AIRPORT COMMISSION**

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**Title, as duly authorized**

**[CONSULTANT]**

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**Attachments:**

**Exhibit "A" – Detailed Scope of Services**

**Exhibit "B" – Form of Work Order**

**Exhibit "C" – Insurance Requirements**

**Exhibit "D" -- Certifications**

## EXHIBIT "A"

### Detailed Scope of Services

The Consultant shall provide professional services necessary for project development, design, bidding and inspection. The following summarizes some of the elements of work involved and is not intended to be exhaustive. Additional work items may be required in order to achieve objectives for a specific project.

#### I. Preliminary Phase

- A. Conferring with the Martha's Vineyard Airport Commission on project requirements, finances, schedules, early phases of the project, and other pertinent matters; meeting with FAA, the MassDot and other concerned agencies and parties on matters affecting the project.
- B. Planning, procuring, and/or preparing necessary surveys, field investigations, and architectural and engineering studies required for preliminary design considerations.
- C. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
- F. Address any code or other special requirements relating to the work.
- G. Determine NEPA/MEPA status of project and submit environmental review documents to involved agencies to obtain environmental project approval.
- F. Any other task(s) as may be required.

#### II. Design Phase

- A. Meetings and design conferences with the Martha's Vineyard Airport Commission to obtain information and to coordinate or resolve design matters.
- B. Conferences with the FAA and MassDot to review their programming and design standards and become knowledgeable of the data that is already available for the project.
- C. Aid the Martha's Vineyard Airport Commission by acting as liaison and project coordinator with the FAA and MassDot.
- E. Collect data and undertake field investigations, surveys, architectural, engineering, planning and environmental studies. Prepare plans, design report and cost estimates for review and acceptance by the Martha's Vineyard Airport

Commission, FAA and MassDot.

- F. Prepare detailed applications for project funding to meet the Airport Improvement Program criteria of the FAA.
- I. Prepare and furnish detailed construction plans, specifications, and contract documents for the project. Provide as many copies of the contract documents to the Martha's Vineyard Airport Commission as may be required.
- J. Update the Airport Layout Plan.
- I. Assist the Commission in securing bids, tabulation and analysis of bid results, and furnish recommendations on the award of the construction contract.
- J. Assist the Commission in the preparation of formal contract documents for the award of contracts.
- K. Any other task(s) that may be required.

#### **IV. Construction Administration Phase**

- A. Prepare a construction management plan to include a quality assurance plan, a quality control plan, and construction safety plan for submission and approval by the FAA.
- B. Provide consultation and advice to the Martha's Vineyard Airport Commission during all phases of construction.
- C. Review and take action on all shop drawings submitted by the contractor for compliance with the contract documents.
- D. Render interpretations of the contract documents for proper execution and progress of the work.
- E. Prepare and furnish record drawings.
- F. Issue certificates of completion to the Martha's Vineyard Airport Commission, FAA and MassDot.
- G. Provide assistance to the Martha's Vineyard Airport Commission in any litigation that may arise from the construction of the project.
- H. Attend all meetings as required by the Martha's Vineyard Airport Commission.
- I. Provide all closeout documentation as may be required by the Martha's Vineyard Airport Commission, FAA and MassDot.

- J. Any other task(s) that may be required.

#### **IV. Construction Inspection Phase**

- A. Conduct preconstruction meetings, record and prepare minutes.
- B. Provide technical inspection by an FAA certified resident engineer and supporting staff that will also:
  - 1. Maintain a project record in conformance with the Manual of Uniform Record Keeping Procedures (MURK) requirements of the MassDot, for aviation capital projects.
  - 2. Review and approve requests for monthly and final payments to contractors.
  - 3. Prepare monthly and final requests for reimbursement for federal and state aid on behalf of the Martha's Vineyard Airport Commission.
  - 4. Supervise testing and inspection. Arrange for, conduct or witness field, laboratory or shop tests of construction materials as required by the Plans and Specifications; determine the suitability of materials on the site and brought to the site to be used in construction; interpret the Contract Plans and Specifications and check the construction activities for compliance with the intent of the design; measure, compute or check quantities of work performed and quantities of materials in place for partial and final payments to the contractors.
  - 5. Prepare and negotiate change orders and supplemental agreements with the contractor on behalf of the Martha's Vineyard Airport Commission.
- C. Conduct periodic job meetings and record and distribute minutes.
- D. Submit progress reports of construction activity and problems encountered, as required by the Martha's Vineyard Airport Commission, FAA and MassDot.
- E. Provide notification to the Martha's Vineyard Airport Commission of observed defects and deficiencies in the work, testing results and any other matters not in conformance with the contracts let by the Martha's Vineyard Airport Commission. Advise the Martha's Vineyard Airport Commission as to adequacy of contractor's and subcontractor's personnel, equipment, materials and supplies to maintain job schedule.

- F. Maintain at the job site orderly files and correspondence, reports of job conferences, shop drawings and samples, reproduction of original contract documents, including all work directed changes, agenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, architect clarifications and interpretations of the contract documents, progress reports, and other project related documents.
- G. Any other task(s) as may be required.

**V. The Duties and Responsibilities Concerning Continuous Resident Inspection**

- A. Daily continuous on-site observation and inspection of the work and the contractors to monitor that the work is done, and the contractors are proceeding in accordance with the contracts awarded by the Martha's Vineyard Airport Commission and that each contractor has ample skilled labor and materials to maintain its contract schedule so that the project is completed in a timely and proper fashion.
- B. General coordination of the work in progress and the separate contractors.
- C. Provide immediate notification to the Martha's Vineyard Airport Commission of defects and deficiencies in the work, testing results and any other matters not in conformance with the contracts let by the Commission. Regularly advise Commission as to adequacy of contractors and subcontractors personnel, equipment, materials and supplies to maintain job schedule.
- D. Conduct pre-construction conferences with successful bidders. Schedule and conduct weekly progress meetings to discuss such matters as procedures, progress, problems, scheduling and other matters relevant to the project. Take, transcribe and distribute to all parties minutes of such job meetings. Additional job meetings shall be scheduled as requested by the Martha's Vineyard Airport Commission. The location and time of meeting shall be selected by the Commission.
- E. Observe all testing; cause to be completed all testing required by the contract documents or as directed by the Commission.
- F. Measure, compute and determine quantities of materials in place and/or work performed; determine the suitability of all materials on site before such are incorporated into the work.
- G. Review contractor applications for payment and determine and approve amounts properly owing. Inspectors approval or a contractor's application for payment shall constitute a representation to the Martha's Vineyard Airport Commission of Syracuse that the work has progressed to the point indicated and is in conformance with all requirements of the contract documents.



- H. Negotiate, process, and advise the Martha's Vineyard Airport Commission with respect to change orders; timely request interpretations of contract documents or other information so as to avoid delay.
- I. Performance of such other services as may be required by the Martha's Vineyard Airport Commission for proper inspection and coordination of all work on the project.
- J. Maintain at the job site orderly files and correspondence, reports of job conferences, shop drawings and samples, reproduction of original contract documents including all work directed changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, architect clarifications and interpretations of the contract documents, progress reports, and other project related documents.
- K. Keep a daily diary or log book recording contractor staff and hours on the job site, weather conditions, work performed daily, quantities of material delivered and incorporated into work, change orders, changed conditions, list of job site visitors, daily activities, decisions, observations, testing and such other and different matters as the Martha's Vineyard Airport Commission may direct. Copies to be sent to the Commission.
- L. Inspector shall obtain prior written approval from the Airport Manager if Inspector wishes to utilize the service of more than one Resident Engineer or Resident Inspector; otherwise, no compensation shall be payable for such services.
- M. For projects funded by the FAA and MassDot, record keeping must conform to the Manual of Uniform Record Keeping Procedures (MURK).

## EXHIBIT "B"

### Form of Work Order

**MARTHA'S VINEYARD AIRPORT COMMISSION  
WORK ORDER AUTHORIZED AND ISSUED  
PURSUANT TO AGREEMENT FOR ON-CALL GENERAL AIRPORT  
ARCHITECTURAL, ENGINEERING AND PLANNING CONSULTING SERVICES**

**WHEREAS**, the Sponsor requires On-Call General Airport Architectural, Engineering and Planning Consulting Services for FAA and MassDOT Grant Eligible and Non-Eligible Projects ("Services") in connection with its operation of the Airport and in connection therewith has issued a request for qualifications to perform the Services under RFQ Reference #**MVY RFQ 2021-06**, issued on **August 23, 2021**(the "RFQ"); and

**WHEREAS**, \_\_\_\_\_ ("Consultant") has been selected by the Sponsor to perform the Services in connection with the project as described in Article 1 below ("Project") and in connection therewith has entered into an agreement with the Sponsor dated \_\_\_\_\_ 2021 (the "Agreement") to perform the Services necessary to undertake and complete the Project; and

**WHEREAS**, the Sponsor desires to have the Consultant complete the Project as identified and described herein; and

**WHEREAS**, this Work Order and the attached Schedules A and B provide the Scope of Work and Cost of the Work.

**NOW THEREFORE**, the Sponsor's Airport Manager hereby issues **WORK ORDER NO. \_\_** under the Agreement to Consultant under the following terms and conditions:

#### **ARTICLE 1 SCOPE OF SERVICES**

Section 101. The Consultant shall perform services for the following Project at the Airport:

Project Description: \_\_\_\_\_

Professional Services: \_\_\_\_\_

Section 102. The Consultant's services on the Project shall be performed in accordance with the Agreement, the RFQ, the Consultant's response to the RFQ deemed acceptable to the Sponsor, and Schedules A and B attached hereto and made a part of this Work Order.

Section 103. The Consultant's scope of services on the Project shall include all the professional services and work items set forth in Schedules A and B and all the professional services set forth in

Section 102 of the Agreement and in the Detailed Scope of Services described in Exhibit "A" to the Agreement. The Consultant shall also perform any other professional services and/or additional work items necessary in order to achieve the objectives of the Project.

## **ARTICLE 2 COMPENSATION**

Section 201. The total compensation to be provided to the Consultant for the Project shall not exceed \$\_\_\_\_\_. No amounts above and beyond this amount shall be paid. All payments to the Consultant shall conform to the itemized listing of costs, expenses, fees and reimbursements set forth in Schedule B attached hereto and made a part of this Work Order. All items in Schedule B that are described as miscellaneous shall not be paid until the Consultant submits an itemized list to the Sponsor describing in detail the miscellaneous costs and expenses such that the miscellaneous costs and expenses are readily identifiable. No payments for work by a subconsultant of the Consultant shall be paid except upon receipt of the subconsultant's bills or invoices from the Consultant. Miscellaneous expenses billed to the Consultant by the subconsultant shall not be paid until the Consultant submits an itemized list to the Sponsor describing in detail the subconsultant's miscellaneous costs and expenses such that the miscellaneous costs and expenses are readily identifiable.

## **ARTICLE 3 COMPLIANCE WITH AGREEMENT**

Section 301. All of the services to be performed under this Work Order shall be performed in compliance with and subject to the terms and conditions of the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms and conditions of the Agreement shall control. In the event of a conflict between the terms and conditions of this Work Order and the attached Schedules, the terms and conditions of this Work Order shall control.

Section 302. In particular, the insurance, defense and indemnification requirements in the Agreement apply to all services performed by the Consultant under this Work Order, whether performed directly by the Consultant or indirectly by the Consultant's subconsultant.

Section 303. The services and the compensation for these services that this Work Order authorizes are only valid for services performed during the term of the Agreement. Upon the termination or expiration of the Agreement, this Work Order shall terminate and a new work order authorized and issued pursuant to a new agreement for general airport consulting services shall be required for services and compensation to be authorized for services performed after the termination or expiration of the Agreement.

## **ARTICLE 4 COMPLIANCE WITH FAA AND MassDOT REQUIREMENTS**

Section 401. In performing its services on this Project, whether performed directly by the Consultant or indirectly by the Consultant's subconsultant, the Consultant shall comply with all applicable Federal, State laws and regulations, and with all applicable local laws. The Consultant acknowledges and agrees that if the Project is a FAA Grant Eligible Project, the Consultant shall comply with all Federal and MassDOT rules and regulations applicable to the Project, including without limitation Federal Aviation Administration ("FAA") requirements and Advisory Circulars (including FAA Advisory Circular 150/5100-14E), and all Federal and MassDOT rules and regulations set forth in the Agreement.

## **ARTICLE 5 NO AMENDMENTS**



Section 501. This Work Order cannot be amended, modified or revised. A new work order is required for any services not included in the scope of services of this Work Order, the term of this Work Order and/or for compensation not included in this Work Order.

**WORK ORDER**

**ISSUED:** \_\_\_\_\_ **DATED:** \_\_\_\_\_, 2021

**Airport Director  
Martha's Vineyard Airport**

Attachments:

- Schedule A: Scope of Work
- Schedule B: Cost of Work

## EXHIBIT "C"

### Insurance Requirements

(A) Professional Liability insurance policy covering the professional services performed, which shall include a prior acts endorsement or an extended reporting endorsement that covers all claims arising out of or related to prior acts, errors and omissions of the Consultant in the performance of services under its contract with the Commission with minimum limits of:

\$2,000,000 Each Claim  
\$2,000,000 Annual Aggregate applicable on a per project basis

(B) Commercial General Liability insurance (ISO occurrence form CG0001) including Products/ Completed Operations and Contractual Liability providing coverage in the minimum limits of:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person or organization
General Aggregate	\$2,000,000 applicable on a per project

basis

The Martha's Vineyard Airport Commission and the County of Dukes County, their officers, employees and agents shall be named as Additional Insureds for liability arising under this Agreement applicable to both ongoing and completed operations on a primary & non-contributory basis. Coverage shall be maintained for a 3 year period following completion of the project.

(C) Automobile Liability insurance coverage on all vehicles used by the Consultant at the Airport, including all owned, hired and non- owned vehicles, with a combined single limit of at least one million dollars (\$1,000,000) for bodily injury, property damage and pollution, naming the Commission and the County of Dukes County as Additional Insureds. The automobile liability insurance policy shall be comprehensive so as to cover: (i) bodily injury, including mental anguish, sickness, disease and death; and (ii) injury to or destruction of property including loss of use thereof, arising out of the activities of the Consultant;

(D) Worker's Compensation insurance for the Consultant's employees in amounts required by Worker's Compensation Law of the Commonwealth of Massachusetts; and

(E) Commercial Umbrella/Excess insurance with follow form terms to the primary and having limits of not less:

Bodily Injury and Property Damage Limit	\$5,000,000 each occurrence
Products/Completed Operations Limit	\$5,000,000 aggregate
General Aggregate	\$5,000,000 applicable on a per project basis

The Consultant's umbrella/excess policy shall name the Commission and the County of Dukes County as Additional Insureds.

All required policies shall be written with carriers who maintain an A.M. Best's rating and financial size of at least A- XII and shall be licensed authorized to do business in the Commonwealth of Massachusetts. All policies shall include Waiver of Subrogation endorsements in favor of the Commission and County of Dukes County.

All policies shall be endorsed to provide for thirty (30) days' written notice to the Commission prior to the cancellation or termination or material modification of the policy, except in the case of nonpayment of premium, in which case the notice shall be no less than ten (10) days to the Commission Certificates of Insurance with copies of the endorsements evidencing the required Additional Insured, Waiver of Subrogation and Notice of Cancellation provisions must be delivered to the Airport Manager. If at any time, the policies shall become unsatisfactory to the Commission as to form or substance, or if any of the carriers issuing such policy shall be or become unsatisfactory to the Commission, the Consultant, on demand of the Airport Manager, shall promptly obtain a new and satisfactory policy in replacement. The Consultant shall require its subcontractors and joint venture partners to have the same insurance required of the Consultant under this Agreement, and to provide any and all required insurance certificates. The Consultant shall not commence work until it has obtained all the insurance required under this Agreement.



On-Call General Airport Architectural, Engineering and Planning Services  
Martha's Vineyard Airport #MVY RFQ 2021-06

## **EXHIBIT "D"**

(see attached)



**APPENDIX A-1**

**NON-COLLUSION CERTIFICATION**

The Consultant responding to the Request for Proposals for On-Call General Airport Architectural, Engineering and Planning Consulting Services at the Martha's Vineyard Airport (RFQ) hereby certifies under pains and penalties of perjury that:

1. The Consultant has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of any contract pursuant to the RFQ.
  
2. The Consultant has made all necessary good faith inquires and, to the best of his or her knowledge, no sub-consultant to the Consultant has given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of any contract pursuant to the RFQ.
  
3. No person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer;

\_\_\_\_\_  
Signature of Consultant's Authorized Person

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name of Consultant's Authorized Person

\_\_\_\_\_  
Title of Consultant's Authorized Person





**APPENDIX A-2**

**CERTIFICATION OF AUTHORITY AND AGREEMENT TO BE BOUND BY RFQ**

This certification attests to the Consultant's awareness and agreement to the content of this RFQ and provisions contained herein.

The Consultant must ensure that the following certificate is duly completed and correctly executed by an authorized officer of the Consultant's company and submitted with the Statement of Qualifications in response to the RFQ issued by Martha's Vineyard Airport Commission.

The undersigned is a duly authorized officer, hereby certifies that:

\_\_\_\_\_ (Consultant Name)

agrees to be bound by the content of the Statement of Qualifications and agrees to comply with the terms, conditions, and provisions of the referenced RFQ and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFQ.

The undersigned further certify that their firm is not currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify Martha's Vineyard Airport Commission of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFQ are:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

**Signature of Authorized Officer:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



**APPENDIX A-3**

**ATTESTATION REGARDING FILING OF TAX RETURNS**

Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that the undersigned respondent has complied with all laws of the Commonwealth of Massachusetts relating to payment and reporting of taxes, reporting of employees and contractors, and withholding and remitting of child support.

\_\_\_\_\_  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Officer

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Date