



ALLEGHENY COUNTY AIRPORT AUTHORITY  
PITTSBURGH INTERNATIONAL AIRPORT  
ALLEGHENY COUNTY AIRPORT

## Request for Proposals

### Pittsburgh International Airport Terminal Modernization Program

#### Program Director/Owner's Representative Services

#### Questions Received as of November 1, 2017

The following questions were received as of November 1, 2017 on the Request for Proposals for a program director/owner's representative (PD/OR) to perform oversight tasks, on behalf of the ACAA, related to the design and construction of the Pittsburgh International Airport (PIT) Terminal Modernization Program (TMP). Responses that were provided are listed each question.

1. Would it be possible to get a copy of the eventual contract that the PD/OR will be required to sign with the ACAA if awarded the Agreement for the Services.

A copy of our standard Agreement is provided below. Note: this Agreement is subject to change.

2. What is the anticipated maximum value of the Program Director/Owner's Representative Services contract?

A maximum contract value has not been determined.

3. What is the expected number of staff positions that ACAA will allow the successful Program Director/Owner's Representative Services firm to provide to staff the Program Management Office?

The firm employing the Selected Program Director/ Owner's Rep will be eligible to provide services to the Program Management Office. An expected number of staff positions to be provided by the Selected Program Director/Owner's Rep has not been identified at this point.

4. Will the firm selected for the Program Director/Owner's Representative Services contract be precluded from pursuing future Program Management Office contracts?

The firm employing the Selected Program Director/ Owner's Rep will be eligible to provide services to support the Program Management Office. It is not anticipated that the firm employing the Selected Program Director/ Owner's Rep will hold one of the Program Management / Construction Management Contracts procured separately at a later date. Those PM/CM staff will work under the direction of the Selected Program Director/ Owner's Representative.

**AGREEMENT\* BETWEEN**  
**ALLEGHENY COUNTY AIRPORT AUTHORITY**  
**AND**

\*Note: Agreement is subject to change.

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**AGREEMENT**

MADE AND ENTERED into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Allegheny County Airport Authority, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "Authority",

A  
N  
D

at \_\_\_\_\_, having their office and place of business at \_\_\_\_\_, hereinafter called "Consultant".

WITNESSETH THAT:

WHEREAS, the Authority provides for the daily operation and management of Pittsburgh International Airport, hereinafter called, "Airport"; and

WHEREAS, the Authority has a need for a firm to provide professional services the Airport and

WHEREAS, Consultant has the necessary experience and expertise to perform the above professional services;

NOW, THEREFORE, Authority and Consultant hereby agree as follows:

1. SCOPE OF SERVICES

A. Consultant agrees to provide \_\_\_\_\_ . The services to be provided are to be performed pursuant to Consultant's Proposal dated \_\_\_\_\_, attached hereto as Exhibit "A", ***to the extent it is not inconsistent with the text of this Agreement.***

B. Authority shall, from time to time, make available to Consultant such documents in the Authority's possession as the Chief Executive Officer, in her discretion, determines are necessary or helpful to the performance of the services described in this Article 1. All such documents shall be returned to the Authority promptly at the Chief Executive Officer's request and in any event, upon the cessation of this Agreement, whether the same be by expiration, termination or otherwise.

2. TERM

This Agreement shall enter into effect as \_\_\_\_\_ and unless sooner terminated for cause or pursuant to Paragraph 11 hereof, shall expire on \_\_\_\_\_, or when the Chief Executive Officer, in her discretion, determines that Consultant's work as hereinabove described has been completed, whichever comes first.

### 3. PAYMENTS BY AUTHORITY

A. In consideration of the services performed by Consultant, Authority hereby agrees to pay as follows:

i) On a cost plus not to exceed basis with the cost of Consultant's employees directly chargeable to the contract at the job classification ranges set forth in Exhibit A.

ii) On a Labor and General Administrative Overhead Factor of \_\_\_\_\_

iii) On a Fixed Fee of \_\_\_\_\_ of direct salary and overhead as specified in Exhibit B.

B. Consultants schedule of the agreed to hourly billing rates for personnel are included in Exhibit A. Any requests for changes in these rates must be submitted to and approved by the Chief Executive Officer, or her designee, in writing.

C. Any other direct nonsalary expenses detailed in Exhibit A for actual long-distance telephone calls, local transportation, round-trip coach airfare, food, lodgings or other reasonable costs incurred shall be subject to reimbursement only as defined in the FAA Advisory Circular No. 150/5100-14(D), Chapter 4, Paragraphs 4 - 9 dated February 16, 1994 and the Allegheny County Airport Authority Travel Policy as may be in effect from time to time and attached hereto as Exhibit B. No mark up on expenses.

D. Authority shall make reimbursement payments pursuant to written statements submitted by Consultant to Authority. Said statements shall describe the services performed and equipment and/or other third party costs by the Consultant, set forth fees and charges by itemization and provide such other supporting documentation as the Chief Executive Officer, or her designee, may require.

E. Consultant further agrees to permit Authority, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of Consultant which are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

F. Consultant agrees to keep books and records in satisfactory form and content to permit such audit and verification, and to maintain all required records for three (3) years after final payment, or as may be required by applicable FAA regulation.

G. Authority shall have no right to require and Consultant shall have no obligation to perform any services after the amount payable by Authority to Consultant pursuant to this Agreement equals \_\_\_\_\_, including out of pocket reimbursable expenses, unless and until

the Authority authorizes payment of a larger sum. In no event shall Authority pay or be obligated to pay more than \_\_\_\_\_, including out of pocket reimbursable expenses, pursuant to this Agreement without prior written authorization by the Authority.

H. If consultant is using any subcontractors to perform any of the work under this agreement, then, the prime consultant shall report all payments from Authority utilizing ACAA's web-based payment reporting software program and also report all payments made by the prime consultant to sub consultants, service providers and major suppliers within 14 calendar days of receipt of Authority payment. Additionally, the prime consultant shall ensure that all sub consultants, service providers and major suppliers verify receipt of payment utilizing the same web based software program. Failure to do so may result in delay of future payments. Authority will provide user access codes to the prime consultant. The prime consultant is responsible for distributing all of their user access codes to their sub consultants, services providers and major suppliers. ACAA will provide training to the prime consultant in order to familiarize them with the system. The prime consultant will be required to provide training to their sub consultants, services providers and major suppliers. Please contact Angela McWreath, Contract Administrator, for the web- based payment management system, at (412) 472-3677 or at amcwreath@flypittsburgh.com, if you need additional information.

#### 4. INDEMNIFICATION

A. The Consultant shall indemnify, defend, protect and hold harmless the County, the FAA, the Authority and its officers, directors, employees, agents, representatives, successors and assigns ("Indemnified Parties"), of, from and against any and all suits, actions, claims, losses, damages, liabilities, costs and expenses (including, but not limited to, counsel fees and litigation costs) including, but not limited to, those in connection with loss of life, bodily and personal injury or loss, damage or destruction of property (real or personal, and regardless of ownership), which the Indemnified Parties or any of them may sustain, incur or suffer, which may be asserted against any of them, or to which any of them may become subject, arising out of, the negligent acts, errors, omissions or willful misconduct of Consultant, its officers, directors, employees or agents (the "Indemnifying Parties"). The Indemnifying Parties further agree to protect, defend, indemnify and hold harmless the Indemnified Parties from and against any claims or liability for compensation under the Pennsylvania Workers' Compensation Act, as amended, currently codified at 77 P.S. § 1 et seq for injuries sustained by any employees of Consultant, or of any licensees, contractors or subcontractors of Consultant. In the event any such claim, suit or proceeding is made or action, suit or proceeding brought against the Indemnified Parties or any of them, such Indemnified Party may direct the Indemnifying Party, at no cost to the Indemnified Party, to assume the defense of and resist the claim and any action, suit or proceeding brought thereon using counsel selected by the Indemnified Party and pay all reasonable expenses incurred therein; or the Indemnified Party may assume the defense of any such claim or action, the reasonable costs of which shall be paid by the Indemnifying Party. The defense of any such claim shall include the taking of all actions necessary or appropriate thereto and enforcing the obligations hereunder.

B. Consultant shall give to Authority prompt and timely notice of any claims made or suits initiated which in any way, directly or indirectly, contingently or otherwise, affect or might affect the Authority, and each party shall have the right to compromise and defend the same to the extent of its own interest.

#### 5. INSURANCE

The Consultant shall, at its sole cost and expense maintain in effect the following insurance coverages at all times during the term of the Agreement, and prior to the execution of this Agreement, shall deliver to the Authority certificates setting forth required insurance. **The Authority and its Board of Directors and the County of Allegheny shall be named as additional insured to each policy excluding workers compensation and professional liability coverage.** Additional Insured coverage on the consultant's General Liability policy will apply to both Premises/Operations and Products/Completed Operations. Additionally, consultant's General Liability policy will be endorsed to be primary with respects to The Authority's liability coverage and consultant acknowledges that The Authority's liability coverage will be non-contributory with the consultant's General Liability policy in the event of a loss. **Each policy shall be endorsed to provide for 30 day written notice to the Authority in the event of termination, cancellation, non renewal or material change in the terms of the contract. Copies of policy endorsements evidencing coverage for additional insureds with right of notice shall be attached to the delivered certificate of insurance.** Consultant will disclose any policies wherein they are self insured.

A. Workers' compensation coverage as required by law and employer's liability coverage (\$1,000,000/\$1,000,000/\$1,000,000).

B. Commercial general liability insurance with a combined single limit of liability of FIVE MILLION DOLLARS (\$5,000,000) for bodily injury and property damage. **The policy must be written on an Occurrence form**

C. Automobile Liability insurance covering all owned, non-owned and hired motor vehicles with a combined single limit of not less than FIVE MILLION DOLLARS (\$5,000,000) for bodily injury and property damage.

D. The Consultant shall provide evidence of professional liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000).

E. Consultant agrees to comply with all safety recommendations made by the Authority or its Insurers.

F. Neither party hereto shall be liable to the other party or to the insurer of other party claiming by way of subrogation through or under such other party with respect to any loss or damage to the extent that such other party shall be reimbursed or has the right to be reimbursed out of that party's property insurance coverage carried for such other party's protection with respect to such loss or damage. The provisions of this Subparagraph (F) shall apply only to the extent permitted by provisions of the insurance policy in question.

G. Such other insurance in amounts and containing provisions as the Authority may reasonably, from time to time in its discretion, require.

H. The Authority, in its discretion, may modify or waive any of the foregoing requirements, and may approve such deductibles deemed appropriate.

## 6. WORK PRODUCTS

All work products prepared by Consultant pursuant hereto, including but not limited to reports, structure and other analyses, designs, calculations, tracings, work drawings, studies, photographs,



models, and recommendations shall be the property of the Authority and not of Consultant, and shall be delivered to the Authority upon request of the Chief Executive Officer and in any event upon the cessation of this Agreement, whether the same be by expiration, termination, or otherwise, provided, however, that Consultant may retain copies of such work products as part of his record of professional activity. Consultant's proprietary information shall remain property of Consultant.

## 7. ASSIGNMENT AND DELEGATION

Consultant shall have no right or power to assign or delegate any rights or duties pursuant to this Agreement without the prior written permission of the Chief Executive Officer. Any assignment or delegation so permitted shall be subject to all the terms, conditions, and other provisions of this Agreement, and Consultant shall remain liable to the Authority with respect to each and every term, condition, and other provision hereof to the same extent that Consultant would have been obligated if no assignment or delegation had been made.

## 8. CIVIL RIGHTS

Consultant understands that Authority in the operation and use of Authority facilities, is committed to an affirmative action program and will not on the grounds of race, color, religion, sex, disability or national origin, discriminate or permit discrimination against any person or group of persons in the manner prohibited by Part 21 of the Department of Transportation Regulations.

During the performance of this contract, the consultant, for itself, its assignees and successors in interest agree to the following:

A. Compliance with Regulations - Consultant shall comply with the regulations relative to nondiscrimination in Federally-Assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, Part 21, as they be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination- The Consultant with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, disability or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, 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 contract and the Regulations relative to nondiscrimination on the ground of race, color, disability or national origin.

D. Information and Reports - The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such

Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance - In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Consultant under the contract until the Consultant complies; and/or
2. cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions – Consultant shall include the provisions of Paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Authority to enter into such litigation to protect the interests of the Authority, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## 9. INCORPORATION OF REGULATIONS

Consultant agrees to incorporate into and make part of this Agreement, by reference or by setting forth at length, at the option of the Authority, any and all statutes, rules, and regulations, and assurances made pursuant thereto, the incorporation of which may now or hereafter be required by the Federal Aviation Administration or other governmental agency, or the incorporation of which may be a prerequisite to or condition of the Authority's receiving any federal or state grant or loan or other governmental assistance in connection with the Airport.

## 10. NONWAIVER BY AUTHORITY

A failure by the Authority to take any action with respect to any default or violation by Consultant of any of the terms, conditions, or covenants of this Agreement shall not in any way limit, prejudice, diminish, or constitute a waiver of any right of the Authority to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

## 11. TERMINATION

This Agreement may be terminated by Authority upon thirty (30) days' prior written notice to Consultant. In the event this Agreement is so terminated, Authority shall pay Consultant as set forth in Article 3 and determined by that portion of work completed as of the date of termination.

Notwithstanding the above, this Agreement may be terminated by Authority upon ten (10) days' prior written notice to Consultant for failure of Consultant to comply with any covenant, term or condition stated herein.

It is understood that said right to terminate shall be in addition to all other remedies which are or may be available to Authority for Consultant's breach of any covenant, term or condition of this Agreement.

12. SCHEDULE

Except as otherwise provided herein, Consultant shall perform the services herein, according to such schedule or schedules as the Chief Executive Officer may from time to time establish.

13. NO COPARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of copartners between Authority and Consultant, or as constituting Consultant the general representative or general agent of Authority for any purpose whatsoever.

14. NOTICES

All notices, reports, and documents required to be given or made by Consultant to Authority pursuant to this Agreement shall be given or made to:

Chief Executive Officer  
Allegheny County Airport Authority  
Pittsburgh International Airport  
Landside Terminal, 4<sup>th</sup> Floor Mezz  
P.O. Box 12370  
Pittsburgh, PA 15231-0370

or to such other place as the Chief Executive Officer may from time to time designate in writing.

All notices and payments required to be given or made by Authority to Consultant pursuant to this Agreement shall be given or made to Consultant at the addresses listed on Page 1 hereof, or to such other place as Consultant may from time to time designate in writing.

15. DEFINITIONS

The term "Chief Executive Officer", when used herein, shall mean the Chief Executive Officer of the Authority or Acting Chief Executive Officer, as appointed and titled by the Board of Directors of Authority, and shall include such person or persons as may from time to time be authorized by the Chief Executive Officer to act in their behalf with respect to any or all matters pertaining to this Agreement.

The term "Authority" when used herein shall mean the Allegheny County Airport Authority, its successors or assigns as authorized in writing.

The Term "County" means the County of Allegheny, a political subdivision of the Commonwealth.

16. NO PERSONAL LIABILITY

No elected official, Chief Executive Officer, Director, officer, agent, or employee of Authority shall be charged personally or held contractually liable by or to Consultant under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

17. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

18. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be made to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

19. DBE REQUIREMENTS

The Consultant agrees to provide for Pennsylvania Unified Certified Disadvantaged Business Enterprise (PAUCP DBE) participation in accordance with the following:

A. Authority DBE Goals - The Authority has established a department goal for Disadvantaged Business Enterprises (DBE) participation of fourteen percent (14%).

B. DBE Participation – Consultant has submitted an anticipated PAUCP DBE participation ratio of 0% in connection with this contract. Authority and Consultant agree that if any additional services are requested that expand the scope of services, Consultant will make every effort to comply with the DBE policy and Goals. A searchable database of DBE firms can be found on the PAUCP web site: <http://www.paucp.com>

C. Policy - The policy of the Authority is that Disadvantaged Business Enterprises (DBE's) as defined in DOT Regulation 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Authority and Federal Funds under this contract.

D. DBE Obligation - Consultant shall take necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Authority contracts.

E. Failure to comply with DBE Requirements - Failure to carry out the requirements hereinabove constitutes a breach of contract that may result in termination of the contract, being barred from proposing on Authority contracts for up to three (3) years, or such other remedy as the Authority deems appropriate.

20. MODIFICATION, AMENDMENT, OR CHANGE ORDER

This Agreement constitutes the entire agreement of the parties on the subject matter hereof and may be changed, modified, discharged, or extended only by written change order or amendment duly executed by the parties. Consultant agrees that no representations or warranties shall be binding upon Authority unless expressed in writing herein or in a duly executed amendment or change order hereof.

21. FAILURE TO EXECUTE AGREEMENT

A. Failure of the Consultant to execute and to deliver the Agreement, the certificates of insurance in proper form and all bonds or other required financial documents, within forty-five (45) calendar days of receipt of Agreement from the Authority, shall be just cause for annulment of this agreement.

22. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

23. AUTHORIZATION

This Agreement is entered into by Authority pursuant to authorization duly given by Allegheny County Airport Authority on \_\_\_\_\_ at Approval No. \_\_\_\_\_.

IN WITNESS WHEREOF this Agreement is duly executed on the day and year first above written, by the parties hereto, intending themselves to be legally bound hereby.

WITNESS:

Company Name

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST

ALLEGHENY COUNTY AIRPORT AUTHORITY

\_\_\_\_\_

\_\_\_\_\_  
Christina A. Cassotis  
Chief Executive Officer

APPROVED:

\_\_\_\_\_

TAXPAYER IDENTIFICATION

\_\_\_\_\_

Employer Identification Number

\_\_\_\_\_

Dale Cottrill,  
Chief Financial Officer

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Social Security Number

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\_\_\_\_\_

Agreement between the Allegheny County Airport Authority and \_\_\_\_\_ duly  
authorized on \_\_\_\_\_ at Approval No. \_\_\_\_\_.