



REQUEST FOR QUALIFICATIONS

**General Airport Consulting Services
at the Syracuse Hancock
International Airport
(Prime Consultants Only)**

RFQ REFERENCE #2021-01

Issued February 22, 2021

Designated Contact for this Procurement:

Linda Ryan, Director of Business Development

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

rvanl@syrairport.org

**REQUEST FOR QUALIFICATIONS
ON THE BEHALF OF THE
SYRACUSE REGIONAL AIRPORT AUTHORITY**

**General Airport Consulting at the
Syracuse Hancock International
Airport**

Any firm intending to e-mail a submittal to the Authority should advise Linda Ryan in advance via e-mail. Please send the e-mail noting the company with the contact person's credentials should there be a change to this RFQ

**ALL PROPOSALS MUST BE SUBMITTED PRIOR TO 11:00 AM
on**

April 5, 2021

**All proposals will be received electronically, via e-mail to Linda Ryan @
ryanl@syrairport.org**

Please send your e-mail with the Subject Line:

**General Airport
Consulting
RFQ #2021-01**

Note: An e-mail will be sent confirming your submission by 11:00am on Monday, April 5, 2021. If you do not receive a confirmation e-mail or call Linda Ryan, contact information below:

**Linda Ryan
Director of Business Development
ryanl@syrairport.org
(315)256-5177**

1. GENERAL INFORMATION

1.1 Syracuse Regional Airport Authority:

The Syracuse Regional Airport Authority (“Authority”) was created by the New York State Legislature on August 17, 2011 by Chapter 463 of the Laws of 2011. The Authority was established with the purpose of (i) stimulating economic growth, (ii) increasing trade and tourism, promoting safe and secure travel, (iv) providing citizens with efficient and economical transportation options, and (v) to protect and enhance the natural resources and quality of the environment. The Authority is the operator of the Syracuse Hancock International Airport (“Airport” or “SYR”) and is governed by a Board that is currently comprised of eleven (11) members, consisting of: seven (7) members appointed by the Mayor of the City of Syracuse, one member appointed by the Onondaga County Executive, one (1) member appointed by the Town Board of the Town of Dewitt, one (1) member appointed by the Board of Education of the East Syracuse Minoa Central School District, and one (1) rotating seat.

1.2 Program Background:

Syracuse Hancock International Airport is the premier airport for the Central New York Region and beyond. The centrally located SYR Airport is geographically connected to New York State’s highway, thruway, and interstate systems allowing for easy access for travelers coming from all parts of New York State. There are over 1.4 million people in the 12-county region surrounding the Airport. SYR’s catchment area captures even more passengers from across the state including the Southern Tier Region, the Finger Lakes region, the Mohawk Valley region, and the North Country region. With our close proximity to the Canadian border, approximately 2% - 4% of our passengers originate from Canada.

The economy of Central New York has matured from legacy manufacturing to business sectors based on education, innovation, and technology. During the past decade, Central New York has flourished due to private sector employment growth as well as facility and technology investment. Central New York is home for growing technological sectors including the 50-mile- long drone testing corridor, cybersecurity, digital marketing, smart city technologies, and various technological start-ups.

A major driver of Central New York’s economy is the many higher education institutions that are located in the region. Central New York State has 33 institutions of higher education, the third highest concentration in the United States (after the Boston and San Francisco Bay areas). These institutions accommodate over 177,000 students and employ 65,000 people in the 12-county region surrounding the Airport.

The Airport is served by six airlines with non-stop services to 24 destinations. Since 2018, and prior to the COVID-19 pandemic, the Airport saw an upward trend in total passenger traffic with an increase of 24% in the two years from 2017 - 2019. In 2019, the Airport served close to 2.6 million total passengers.

Indications of significant regional change are occurring in the Central NY region which will have an impact on the Syracuse Hancock International Airport. Announcements of business start-ups and relocations, expanding medical and educational institutions, and increases in aviation demand in general are affecting local dynamics. Local agencies are predicting considerable growth and Airport activity metrics are already showing indications of this growth. Typical indicators such as annual enplanements, annual operations, cargo tonnage, and parking transactions are all increasing. Examples of this growth/change include the recent inauguration of service by Frontier Airlines along with increased passenger operations from existing air carriers. In August 2019, the Airport experienced the busiest month the Airport has seen in almost three decades with an excess of 250,000 passengers transiting the Airport and representing a 13.3% increase in passenger activity over August 2018. While many factors have contributed to the robust augmentation of passenger traffic, the bulk of passenger growth stems from the Airport's airline partners using larger aircraft with more seats on their routes. Ground transportation operations and facilities need to adapt to accommodate the various capacity/logistical issues associated with traditional and TNC staging areas, public parking, employee parking, and rental car activity growth.

1.3 Intent and Purpose of this RFQ:

The intent and purpose of this RFQ is to solicit responses for the Authority's selection of one or more General Airport Consultant(s) (the "Consultant(s)") to provide Architectural Engineering and Planning Consultant Services for various projects at Syracuse Hancock International Airport (the "Airport").

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.

It is the intent of the Authority to select one or more Consultant(s) to provide the following types of services as needed (together with the services listed in **Exhibit A of Attachment 1** the Sample Professional Services Agreement):

1. Airport Planning, Programming and Environmental Services

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

2. 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.

3. 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 and terminal area facilities in accordance with FAA and New York State Department of Transportation (the “NYSDOT”) requirements.

4. Bidding and Negotiation Services

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

5. Construction Inspection Services

These tasks may include, without limitation, on-site observation and inspection of the contractor's work, including record keeping in accordance with the NYSDOT Manual of Uniform Record Keeping System.

6. 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 Authority's agent/representative.

7. Specialized Services

These services may be performed by 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.

8. Reports/Studies

These tasks may include financial feasibility reports and commercial services such as concessions planning.

9. Miscellaneous Architectural and Engineering Services

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

The SRAA will incorporate use of a report card to assess adherence to the requirements of this agreement. The report card will be reviewed with the Consultant at the end of the project. The report card may impact participation in future projects.

1.4 Key Dates in the RFQ Schedule:

It is anticipated that contract(s) will be awarded in response to this Request for Qualifications (“RFQ”) based on the following schedule:

Table 1: Key Dates in the RFQ Schedule

Date	Event
Monday, February 22, 2021	Issuance of Request for Qualifications
Tuesday, March 9, 2021 at 10:00 AM	Mandatory Pre-Submittal Conference*
Friday, March 12, 2021 by 2:00 PM EST	Respondents Questions Due
Thursday, March 18, 2021 2:00 PM EST	Final Response to Respondent’s Questions
Monday, April 5, 2021 11:00 AM EST	RFQ Submission Deadline
April 6 – April 15, 2021	RFQ Evaluation Period and Respondent Interviews (If Applicable)
On or about April 16, 2021	Award of Contract by the Authority
No later than June 1, 2021	Execution/Entering into Contract

Please note: The Authority reserves the right to change any of the dates stated in this RFQ. If such change occurs, the Authority will post the change(s) on the Syracuse Regional Airport Authority’s website, (<http://www.syrtraa.com/bids-rfp-rfq/>).

***If you plan on submitting a response to this RFQ but cannot attend the pre-submittal meeting due to COVID-19, please e-mail Linda Ryan at ryanl@syrairport.org and we will make arrangements to accommodate you via web-ex, a conference call, or an alternate method.**

2. MINIMUM QUALIFICATIONS

To be considered for evaluation/selection, a Respondent must attest—using **Appendix A- 2 Verification of Minimum Qualifications**—that they meet the minimum qualifications set forth below. Inability to meet the minimum qualifications set forth in this RFQ will result in the rejection of a proposal as non-responsive.

2.1 Qualification Requirements:

The SRAA will not accept Joint Ventures for this RFQ submission. This RFQ is for Prime Contractors only. Any Respondent (or its principal owner or predecessor in interest) must meet all the following eligibility criteria for the General Airport Consulting RFQ.

To be considered for selection, each Consultant’s submittal must include all 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 (F):
 - A. An acknowledgement that the Consultant has read the contract document entitled “Sample Professional Services Agreement,” which is attached to this RFQ as **Attachment 1**, and that it agrees that if the Consultant is selected, it will enter into a final contract with the Authority 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 Authority 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 5.0 of this RFQ, and as may be reasonably required by the Authority. The Consultant is specifically advised that it must maintain all required insurance for the entire duration of its contract with the Authority.
 - C. A statement as to whether the Consultant’s firm, is currently debarred from doing business with any governmental entity.
 - D. A statement as to whether the Consultant’s firm is a party to any pending or current litigation that might adversely affect its performance of the services described in this RFQ.
 - E. 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, (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 Authority's sole discretion, result in rejection of your submittal.

- F. 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 from the President and/or the CFO, 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.*, a 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 Authority's sole discretion, result in rejection of your submittal.

3. SUBMISSION REQUIREMENTS

Below are the requirements of Consultant's RFQ Submission:

1. It is requested that consultant's submittal be brief and to the point and consists of no more than 30 pages. Attachments are not considered to be a part of the 30 pages.
2. All proposals are to be e-mailed to Linda Ryan at ryanl@syrairport.org before 11:00am EST on Monday, April 5, 2021. An e-mail will be sent confirming your submission by 11:00am EST on Monday, April 5, 2021. If you do not receive a confirmation e-mail, please contact Linda Ryan, via e-mail address above or by calling (315)256-5177.
3. 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.
4. Consultant must include OMB Standard Form 255 (as an attachment).
5. Consultant must list of a minimum of 3 references including name, address, and phone number. References should be from a Commercial Service Airport of similar size to SYR were the Consultant's team has provided general airport consulting services like those described in this RFQ.
6. All information and materials submitted to the Authority in response to this RFQ will become the property of the Authority. Consultants shall not submit proprietary or confidential business information unless they believe such information is critical to their submittals or presentations.

If any such information is included, it shall clearly be identified as such. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.

7. 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.
8. Consultant's must fill out Appendix A-1 (Non-Collusion Certification), Appendix A-2 (Consultant's Acknowledgement Form) and Appendix A-3 (Procurement Lobbying Form), completed by the Consultant as required. These forms will be considered attachments.

4. SUBMISSION REVIEW CRITERIA

Upon receipt of the submittals, the Authority's Selection Committee (the "Committee") will review each submittal and ultimately make recommendations to the Authority. Submittals will be reviewed based on the following criteria to determine the Consultant's competency, experience, and ability to perform the services required under this RFQ:

1. Who will be the Project Manager/Project Management Team for SYR. What aviation specific projects have your Project Manager been responsible for in the last 10 years. Please list name of airport, specific project, size of project and contact reference at that airport for each project.
2. A statement of qualifications, to include recent specialized experience of the Consultant in Aviation related projects, including planning, environmental, environmental remediation, land acquisition, air service, engineering/architectural (*i.e.*, runways, taxiways, aprons, lighting, NAVAIDS, buildings, roads, fuel, etc.) and construction services in accordance with FAA and NYSDOT requirements.
3. A description of the Consultant's proposed approach to provide general consulting services for airport projects. The description should address such items as how the contract will be staffed, and the Consultant's approach to being responsive to client issues and needs on a continuing basis.
4. A description of how Consultant will manage the financial aspect of each project? Explain your QA/QC process for invoice submission.
5. How does the Consultant manage and track project progress.
6. How will Consultant make sure they meet MWBE/SDVOB goals for State funded Projects and DBE goals for Federally funded projects?

5. 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 Authority:

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 Authority 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 Authority and the City of Syracuse, 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.

There shall be no exclusions relating to NYS Labor Law or municipal operations.

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 Authority and the City of Syracuse 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 statute 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 licensed (for insurance companies domiciled in New York), admitted (for insurance companies not domiciled in New York) and authorized to do business in the State of New York by the New York State Department of Financial Services. Each insurance policy must be enforceable in the State of New York, be reasonably acceptable to the Authority's counsel and must include coverage and limits of liability as required in this RFQ.

All policies shall include Waiver of Subrogation endorsements in favor of the Authority and the City of

Syracuse.

All policies shall be endorsed to provide for thirty (30) days' written notice to the Authority 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 Authority.

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 Authority's Executive 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 Authority as to form or substance, or if any of the carriers issuing such policy shall be or become unsatisfactory to the Authority, the selected Consultant, on demand of the Authority's Executive Director, shall promptly obtain a new and satisfactory policy in replacement.

6. 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 1** (the "Sample Professional Services Agreement 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 Authority'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 Authority 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 Authority, and changes to the Contract Form approved by the Authority (if any), together with fees and payment requirements agreed upon by the Authority and the selected Consultant.

All 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 Authority. Each work order will consist of an amendment to the corresponding contract, containing schedules for the agreed project scope, the diversity goals, and a breakdown of fees. The Authority 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 Authority has entered into a contract with the selected Consultant require or obligate the Authority to make use of the selected Consultant's services on any projects whatsoever.

7. REQUEST FOR QUALIFICATIONS SUBMITTAL INFORMATION

7.1. 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 **2:00PM EST on Friday, March 12, 2021** to

ryanl@syrairport.org.

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 Authority. Question and Answers will also be posted on our SRAA Webpage under Bids/RFP/RFQ under RFQ#2021-01 (<http://www.syrtraa.com/bids-rfp-rfq/>). Firms that receive this RFQ or access it from a source other than the Authority should contact the Authority at ryanl@syrairport.org to confirm that their correct contact information, including email address, is on file with the Authority. This will ensure that the Consultant receives the list of questions/requests for information or clarification and the official responses. The Authority is not responsible for a Consultant's failure to receive the list of questions/requests for information or clarification and the official responses.

7.2 Pre-Submittal Meeting:

The Authority will hold a mandatory pre-submittal meeting to review the RFQ at 10:00AM EST on March 9, 2021 in the Board Room at the Airport. If you have interest in sending a Submittal for the RFQ, please notify Linda Ryan at ryanl@syrairport.org. The Authority will send out an online meeting invite to any participant who cannot make it due to COVID-19 restrictions. By submitting a submittal to the Authority in response to this RFQ, each Consultant agrees and represents that the Consultant has all information necessary for the Consultant to complete and submit its submittal to the Authority and is waiving any and all claims against the Authority and its members, officers, staff and employees relating to the submission of the Consultant's submittal to the Authority. Consultants bear all travel and other costs and expenses related to their attendance at the pre-submittal meeting. **Verbal responses provided by Authority representatives during the pre-submittal meeting are not formal and are not binding on the Authority.**

7.3 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, Linda Ryan, of such error and request modification to the document. The Authority shall make RFQ modifications by addenda, provided that any such modifications would not materially benefit or disadvantage any Consultant. Such revision will be given by written notice to all parties who have notified Linda Ryan via e-mail that they would be e-mailing a submittal on this RFQ.

If a Consultant fails, prior to the submission deadline, to notify the Authority 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 placed on our website under <http://www.syrtraa.com/bids-rfp-rfq/> and

emailed to all Consultants who have submitted their notification of submission. Firms that receive this RFQ or access it from a source other than the Authority should contact the Authority at ryanl@syrairport.org to confirm that their correct contact information, including email address, is on file with the Authority. This will ensure that the Consultant receives all RFQ addenda. The Authority is not responsible for a Consultant's failure to receive addenda due to the Consultant's failure to provide the Authority 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.

8. WHISTLEBLOWER POLICY AND PROCEDURES

The selected Consultant will be required to comply with and perform its services under the contract in accordance with, any and all Whistleblower Policy and Procedures adopted by the Authority.

9. CONDITIONS, TERMS AND LIMITATIONS

This RFQ is subject to the specific conditions, terms and limitations stated below:

1. The services to be performed shall conform to and be subject to the provisions of the New York Public Authorities Law, Generally Acceptable Auditing Standards, Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws and regulations of all Federal and State authorities having jurisdiction.
2. Valid permits as required by the Authority and any State, and Federal agencies shall be obtained by the successful respondent prior to commencing work.
3. Final designation of a respondent will depend on satisfaction of all additional documentation and review requirements of the Authority and will be subject to the subsequent approval by the Authority.
4. No transaction will be consummated if any selected respondent or principal of a selected respondent, or any member of the respondent's development team is in arrears or in default upon any debt, lease, contract or obligation regarding Syracuse Hancock International Airport. The Authority reserves the right to reject any response to this RFQ by any such respondent.
5. The Authority reserves the right to:
 - a. Negotiate with one or more respondents, and/or negotiate on terms other than those set forth herein.
 - b. At any time, waive compliance with, or change any of the terms and conditions of this RFQ, to entertain modifications or additions to selected proposals.
6. This RFQ does not represent any obligation or agreement whatsoever on the part of the Authority which may only be incurred or entered into by written agreement authorized by the Authority, approved as to form by the Authority's counsel and executed by the

Executive Director of the Authority.

7. 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 are fully approved and executed.
8. This RFQ and any agreement or other documents resulting therefrom is subject to Federal, State, or Municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
9. Title VI Solicitation Notice: The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4) and the Regulations, 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 proposals in response to this RFQ and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

10. CONFLICTS OF INTEREST

Members, officers, staff and employees of the Authority may respond to this RFQ only in accordance with the Authority Code of Ethics, the City of Syracuse Code of Ethics and Article 18 of New York General Municipal Law.

11. DIVERSITY GOALS AND EQUAL EMPLOYMENT OPPORTUNITY

11.1 Consultant and Prime Goals:

The Consultant will have goals to meet at the Work Order level. If the project is federally funded, the SRAA's DBE goals will apply to the Consultant's Work Order as well as the Prime's Bid. If the project is State or Authority funded, the SRAA's MWBE and SDVOB goals will apply to the Consultants Work Order as well as to the Prime's Bid.

11.2 Contract Assurance:

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

11.3 Prompt Payment:

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. This clause applies to both DBE and non-DBE subcontractors.

11.4 Disadvantaged Business Enterprise (DBE) Forms:

Copies of the required SRAA Forms and DBE requirements and goals are identified and available on SRAA's Internet site at <https://syrtraa.com/mwbe-program/>. The contractor agrees to complete and submit these forms without change in response to goals specified in the RFQ or contract.

11.5 Minority and Women-Owned Business Enterprise (MWBE), Service-Disabled Veteran-Owned Businesses (SDVOB) and Equal Employment Opportunity (EEO):

New York State Executive Law Article 15-A, which requires among other things, that the Syracuse Regional Airport Authority (SRAA) establish goals for maximum feasible participation of New York State Certified minority and women – owned business enterprises (“MWBE”) and the employment of minority group members and women in the performance of New York State contracts. SRAA fully supports the efforts of the State of New York to promote Equal Employment Opportunities (EEO) for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises.

SRAA is required to implement the provisions of New York State Executive Law Article 15-A and 5NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined herein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for real property renovations and construction. Where deemed appropriate, SRAA will implement the provisions of New York State Executive Law Article 15-A and the MWBE Regulations for all other SRAA contracts. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority group members and women (“MWBEs”). Contractor's demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provision required by New York State executive Law Article 15 (the “human Rights Law”) or other applicable federal, state or local laws. Contractors participating in and/or selected for procurement opportunities with SRAA shall fulfill their obligations to comply with Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for MWBEs, including but not limited to the Statute and its implementing regulations as promulgated by New York State's Empire State Development (ESD) Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144.

11.6 Minority and Women Owned Business Enterprise (MWBE) Forms:

Copies of the required SRAA Forms, MWBE requirements and goals are identified and available on SRAA's Internet site at syrtraa.com/mwbe-program/. The contractor agrees to complete and submit these forms without change in response to goals specified in the RFQ or contract. An electronic link to the current list of minority and women owned certified business enterprises also is available on SRAA's Internet site.

11.7 Service Disabled Veteran Owned Business (SDVOB) Goals:

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. SRAA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of SRAA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Article 17-B of the Executive Law authorizes State agencies to set aside procurements in whole or in part for Service-Disabled Veteran-Owned Businesses (SDVOBs) and sets a Statewide participation goal of 6% for SDVOBs on all contracts for commodities, services, and technology valued over \$25,000 and for all construction contracts valued over \$100,000.

11.8 SDVOB Forms:

Copies of the required SRAA Forms, SDVOB requirements and goals are identified and available on SRAA’s Internet site at syrsraa.com/mwbe-program/. The contractor agrees to complete and submit these forms without change in response to goals specified in the RFQ or contract. An electronic link to the current list of service-disabled veteran-owned certified business enterprises also is available on SRAA’s Internet site.

ATTACHMENTS

- Appendix A-1: Non-Collusion Certificate
- Appendix A-2: Consultant’s Acknowledgment Form
- Appendix A-3: Procurement Lobbying Form
- Attachment 1: Sample Professional Services Agreement

APPENDIX A-1 – NON-COLLUSION CERTIFICATION

By submission of this submittal, the Consultant and the individual signing on behalf of the Consultant certifies, under penalty of perjury, to the Syracuse Regional Airport Authority that, to the best of his/her knowledge and belief:

1. The prices in this submittal (if any) have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant, or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this submittal (if any) have not been knowingly disclosed by the Consultant, and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other respondent or to any competitor.
3. No attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

I also acknowledge notice that a false statement made in the foregoing is punishable under Article 20 of the Penal Law.

SIGN HERE _____.

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 – CONSULTANT’S ACKNOWLEDGEMENT FORM

TO: Syracuse Regional Airport Authority
Attn: Linda Ryan
Syracuse Hancock International Airport
1000 Col. Eileen Collins Boulevard
Syracuse, New York 13212

The undersigned hereby declares that he/she/it is the only person interested in this submittal, that the submittal is in all respects fair and without collusion or fraud, and that no Board member of the Syracuse Regional Airport Authority or officer, staff or employee of the Syracuse Regional Airport Authority is directly or indirectly interested in this submittal, or in the services to which it relates or in any portion of the profits thereof.

The undersigned also declares he/she carefully examined the Request for Qualifications and the attachments thereto and is willing and able to perform all the services and furnish all the materials called for by the RFQ, and the requirements set forth therein and in any agreement.

The undersigned hereby declares that he/she has read and acknowledged the non-collusive proposal certification and proposal signature page set forth herein, agrees to abide by the requirements therein and affirms under the penalties of perjury that all statements, figures or affirmations set forth therein are true and accurate.

The undersigned further declares that he/she understands and agrees that (i) an award is subject to all terms and conditions of this RFQ; (ii) the Authority may cancel the RFQ at any time; and (iii) that he/she are familiar with and are satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the General Airport Consulting Services and that the Consultant has included the costs of compliance with said federal, state, and local laws and regulations.

The undersigned further declares that he/she is acting as the duly authorized representative of _____, the Consultant, and that he/she is submitting its response to this RFQ for General Airport Consulting Services at Syracuse Hancock International Airport.

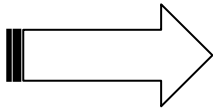
The undersigned certifies that its fee in the submittal in response to this RFQ covers all services proposed and meets the requirements of this Request for Proposals.

By submitting a proposal under this RFQ, the undersigned certifies that at the time the Consultant submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

I further state and declare under the penalty of perjury that all information contained herein is complete and true.

NEXT PAGE IS SIGNATURE PAGE

Entity Making Proposal _____



SIGN HERE

Signature of Authorized Agent _____

Entity's Address _____

Print Name and Title of Authorized Person _____

Dated _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

STATE OF _____)

COUNTY OF _____) ss.:

On this _____ day of _____, 2021, before me personally came _____, to me known, who being by me duly sworn, did depose and say: that he/she resides in _____; that he/she is the _____ of _____ the corporation/ general partnership/limited partnership/ limited liability company described in and which executed the above instrument; that he/she was authorized by the corporation/ general partnership/limited partnership/ limited liability company to execute the above instrument and by his/her signing the above instrument, _____ executed the instrument.

Notary Public

APPENDIX A-3 – PROCUREMENT LOBBYING FORM

1. Consultant certifies that it understands and agrees to comply with the procedures of the Syracuse Regional Airport Authority relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b).
-

Contractor DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS
Pursuant to Procurement Lobbying Law (SFL §139-j)

2. Has any governmental entity made a finding of non-responsibility regarding the individual or entity seeking to enter into this procurement contract in the previous four years?
- _____ **Yes** _____ **No**

If “Yes” to the above question, please answer the following question: (Make Notations Clear)

- (a) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?
- _____ **Yes** _____ **No**
- (b) If “Yes”, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?
- _____ **Yes** _____ **No**

If “Yes” to any of the above questions, please provide details regarding the finding of non-responsibility:

Governmental Entity: _____
Date of Finding of Non-Responsibility: _____
Basis of Finding of Non-Responsibility (attach additional sheets as necessary)

3. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?
- _____ **Yes** _____ **No**

If “Yes” to the above question, provide details:

Governmental Entity: _____
Date of Termination or Withholding of Contract: _____
Basis of Termination or Withholding: (add additional pages if necessary)

-
4. Consultant certifies that all information provided to the Syracuse Regional Airport Authority with respect to State Finance Law Section 139-k is complete, true and accurate.
-

Name of Consultant: _____

Consultant's Business Address: _____

Consultant's signature: _____

Date: _____

I understand that my signature represents that I am signing and responding to all certifications/questions listed above

Attachment 1
Sample Professional Services Agreement
for
GENERAL AIRPORT CONSULTING SERVICES

AGREEMENT ("Agreement") made effective as of _____, 2021, by and between the **SYRACUSE REGIONAL AIRPORT AUTHORITY**, a public authority established by Chapter 463 of the Laws of 2011 (Title 34 of the Public Authorities Law of the State of New York) with a place of business at 1000 Col. Eileen Collins Blvd. in the City of Syracuse, County of Onondaga, and State of New York (hereinafter the "Sponsor" or "Authority"), and _____, a 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 Syracuse Hancock International Airport; and

WHEREAS, the Consultant has responded to the Sponsor's Request for Qualifications (RFQ) for General Airport Consultant(s), RFQ Reference # _____, issued on 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 Board of the Syracuse Regional Airport Authority by Resolution No. _____ of _____ has duly authorized this Agreement, and this Agreement is subject to such authorization; and

WHEREAS, the Board of the Syracuse Regional Airport Authority has authorized this Agreement for a three (3) year period with the option of the Sponsor to renew for two (2) additional one (1) year periods, subject to approval by the Board; and

WHEREAS, the Board of the Syracuse Regional Airport Authority has authorized a not-to-exceed sum of \$_____ (_____ Dollars) to compensate the Consultant in accordance with work orders to be issued by the Executive Director pursuant to this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Sponsor and Consultant agree as follows:

ARTICLE I. CONSULTANT'S SERVICES

Section 101. 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 a General Airport Consultant.

Section 102. The Consultant shall perform the following professional services for the Sponsor for various projects at the Syracuse Hancock International Airport ("Airport") as a General Airport Consultant pursuant to a duly authorized work order issued by the Executive Director and in accordance with the terms and conditions of this agreement.

Program Management – The Consultant shall perform program management professional services, including but not limited to preparing 5-year planning letters, capital improvement plans, Federal and State funding applications and reimbursement requests, project closeout documentation, maintaining compliance with New York State Executive Law Article 15-A § 310-318 (“Article 15-A”), maintaining compliance with New York State Executive Law Article 17-B (“Article 17-B”), maintaining compliance with U.S. Department of Transportation, 49 CFR Part 26 (“Part 26”), and all Federal and State documents which may be required during the course of any project authorized by a work order issued by the Executive Director.

Airport Planning, Programming and Environmental Services – The Consultant shall perform airport planning, programming and environmental professional services, including but not limited to preparing environmental impact assessment reports, noise control plans, NEPA/SEQRA requirements, Airport development schedules, cost estimates, financial, and operational planning. Additionally, as part of its professional services, the Consultant may have to participate in public information programs and/or public hearings relating to Airport development and planning projects.

Environmental Remediation Services – The Consultant shall perform environmental remediation professional services, including but not limited to environmental investigations, remedial planning and design, engineering/scientific analysis associated with remedial action, coordination with regulatory agencies, site health and safety monitoring during construction, and the implementation of remedial action during Airport operations as required.

Architectural/Engineering Design Services – The Consultant shall perform architectural and engineering professional services, including but not limited to

architectural design services, civil, structural, mechanical and electrical engineering design services and specialized design services for the preparation of contract documents for airside and terminal area facilities in accordance with the Federal Aviation Administration (the "FAA") and the New York State Department of Transportation (the "NYSDOT") requirements.

Bidding and Negotiation Services – The Consultant shall perform bidding and negotiation professional services, including but not limited to assisting Sponsor with advertising, securing bids, establishing Article 15-A, Article 17-B, or Part 26 project goals, analyzing bid results, and furnishing recommendations on the award contracts.

Construction Inspection Services – The Consultant shall perform construction inspection professional services, including but not limited to on-site observation and inspection of the contractor's work, including record keeping in accordance with the NYSDOT Manual of Uniform Record Keeping System.

Construction Management Services – The Consultant shall perform construction management professional service, including but not limited to 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, maintain compliance with reporting requirements for Article 15-A, Article 17-B, and Part 26, and construction management. As part of its professional services, the Consultant would be acting as the Sponsor's agent/representative.

Specialized Services – The Consultant shall perform specialized professional services, including but not limited to 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.

Miscellaneous Architectural and Engineering Services – The Consultant shall perform miscellaneous architectural and engineering professional services required by the Sponsor on an as needed basis.

Section 103. As a General Airport 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.

Section 104. 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 Executive Director must execute and issue a work order.

Section 105. Each authorized work order shall consist of a schedule describing the scope of work to be performed for the project and a schedule to establish the method of payment for such work with a of payment for such work with a breakdown of the costs permitted by the method of payment as set forth in.

ARTICLE II. COMPENSATION

Section 201. Sponsor will assess the compensation and method of payment based on the scope of each workorder. Sponsor may solicit quotes from qualified GACs for to determine the best value and fit for each project or workorder. Final compensation will be negotiated based on the results of the quotes.

Section 201-1. Payment Schedule - The Consultant may receive monthly progress payments based on the scope of workorder. Progress payments will be based on actual allowable costs incurred during the month and are subject to approval of the Sponsor. Monthly invoices shall be submitted no later than 15th day following the end of the month, clearly identify the costs of the professional services performed and include all required supporting documents and forms. All invoices and supporting documents must clearly identify the FAA or NYSDOT grant number. Invoices submitted incomplete or missing any required documents, such as certified payrolls, DBE or MWBE forms, will not be accepted. The Consultant agrees to submit the final invoice and all required documents to close the project within 45 days after completion.

Section 201-2. Unless otherwise indicated on the authorized workorder, 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.

Section 201-3 Change orders to the project scope or work order amendments must be submitted and approved by the Sponsor, NYSDOT and FAA prior to the implementation of the changes. Such orders should clearly define scope and cost implications. Failure to obtain such authorization shall waive any liability of the

Sponsor to compensate for additional costs incurred above the original authorized work order.

Section 201-4. Final Payment. Upon completion and acceptance of a project authorized by a work order by the Sponsor, the NYSDOT 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 documented by the Sponsor.

Section 201-5. 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 NYSDOT and the FAA. Such an audit shall be a condition for making partial payments, where applicable.

Section 202. 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 and issued.

Section 203. 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 III. STANDARD PRACTICES AND REQUIREMENTS

Section 301. The Consultant shall ascertain the standard practices of the Sponsor, the NYSDOT 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 IV. DOCUMENTS FORMING THE CONTRACT

Section 401. 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 V. TAXES, ROYALTIES AND EXPENSES

Section 501. The Consultant shall pay all taxes, royalties and expenses incurred in connection with the services under this Agreement, unless otherwise provided for in Article II.

ARTICLE VI. CONSULTANT'S INDEMNITY; INSURANCE

Section 601. 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 NYSDOT 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.

Section 602. 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 NYSDOT, 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.

Section 603. 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.

Section 604. 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.

Section 605. The parties understand and agree that the professional liability policy provided by the Consultant does not provide defense coverage.

Section 606. 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 VII. NEW YORK LABOR LAW REQUIREMENTS

Section 701. The Consultant specifically agrees, as required by New York Labor Law, Sections 220, 220-d and 220-e, as amended, that its execution of this Agreement binds it to the following specific agreements:

- A. No laborer, worker or mechanic in the employ of the Consultant, Subcontractor or other persons doing or contracting to do the whole or part of the work included in the Agreement shall be permitted or required to work more than eight (8) hours in anyone (1) calendar day or more than five (5) days in one (1) week in the performance of work included in this Agreement except in the emergencies set forth in the New York Labor Law;
- B. The wages (including supplements) paid for a legal day's work shall be not less than the prevailing rate of wages (including supplements) as defined by law;
- C. The minimum hourly rate of wages (including supplements) to be paid shall not be less than that designated by the Commissioner of Labor;
- D. The minimum hourly supplements to be paid shall be in accordance with the prevailing practices in the locality where the project is located and shall not be

less than designated by the Commissioner of Labor. Supplements as defined in Section 220 of the New York Labor Law, as amended, mean all remuneration for employment paid in any medium other than cash or reimbursement for expenses or any payments which are not wages within the meaning of the law, including but not limited to, health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance;

- E. The New York Labor Law provides that the Agreement may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - 1. The stipulated wage scale (including supplements) as provided in the New York Labor Law, Section 220, Subdivision 3, as amended, or;
 - 2. The stipulated minimum hourly scale (including supplements) as provided in the New York Labor Law, Section 220-d, amended.

- F. The Consultant specifically agrees as required by the provisions of New York Labor Law, Section 220e, as amended, that:
 - 1. In the hiring of employees for the performance of work under this Agreement of any Subcontract hereunder, no Consultant, Subcontractor, nor any person acting on behalf of such Consultant or Subcontractor shall, by reason of race, creed, sex, color, national origin, or sexual orientation discriminate against any citizen of the State of New York who is qualified to perform the work to which the employment relates.
 - 2. No Consultant or Subcontractor or any person on its behalf, shall in any manner discriminate or intimidate any employee hired for the performance of work under the Agreement on account of race, creed, sex, color, national origin, or sexual orientation.
 - 3. There may be deducted from the amount payable to the Consultant by the Sponsor under the Agreement, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement.
 - 4. The Agreement may be cancelled or terminated by the Sponsor and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

- G. Surveying Services: The Sponsor recognizes that the Consultant will be

required by the New York State Department of Labor to compensate personnel performing field survey work in accordance with the applicable state prevailing wage rates in effect at the same time services are performed. The Sponsor understands that the Consultant has no control over these labor rates and their periodic increases. Therefore, it is agreed that the Sponsor will compensate the Consultant for field survey services included as a part of this Agreement in accordance with the pricing schedule made a part of Schedule B to the work orders executed, issued and authorized pursuant to the terms and conditions of this Agreement. Furthermore, the Sponsor will compensate the Consultant for all increases in labor costs, including applicable overhead and profit when those increases occur by direction of the New York State Department of Labor. Billings for these increases and payments by the Sponsor of these increases will take place routinely in accordance with the appropriate terms of this Agreement.

ARTICLE VIII. NON-DISCRIMINATION PROVISIONS

Section 801. During the performance of this Agreement, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or sexual orientation, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin or sexual orientation. Such action shall be taken with reference to, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
- B. The Consultant will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Division of Human Rights, advising such labor union or representative of the Consultant's Agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Consultant was directed to do so by the contracting agency as part of the bid or negotiation of this Agreement, the Consultant shall request such labor union or representative to furnish it with a written statement that such labor union

or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with a request that it furnish such a statement, the Consultant shall promptly notify the State Division of Human Rights of such failure or refusal.

- C. The Consultant will post and keep in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- D. The Consultant will state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, sexual orientation, color, religion or national origin.
- E. The Consultant will comply with the provisions of Sections 291-299 of the New York Executive Law and the New York Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records, and accounts by the State Commissioner of Human Rights, the Attorney General and the Commissioner of Labor for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the New York Executive Law and New York Civil Rights Law.
- F. This Agreement may be forthwith canceled, terminated or suspended, in whole or in part, by the contacting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Consultant has not complied with these non-discrimination clauses, and the Consultant may be declared ineligible for future Agreements made by or on behalf of the State or a public authority or agency of the State, until it satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses.

- G. The Consultant will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Consultant will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Consultant becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant shall promptly so notify the Sponsor.

Section 802. 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:

Section 802-1. 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.

Section 802-2. Nondiscrimination. 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 Acts and the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of 49 CFR Part 21.

Section 802-3. 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.

Section 802-4. 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.

Section 802-5. 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.

Section 802-6. Incorporation of Provisions. The Consultant will include the provisions of Sections 802-1 through 802-5 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.

Section 803. 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractors from the bid solicitation through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the

property is used by the Sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

ARTICLE X. ASSIGNMENT REQUIREMENTS

Section 1001. The Consultant specifically agrees that:

- A. 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 Commissioner of Transportation and the Federal Aviation Administration
- B. 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 XI. EXTRA WORK

Section 1101. 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.

Section 1102. 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. Approval by the Sponsor shall require formal approval by the Executive Director. Execution of an amendment to the Agreement by the Sponsor for Extra Work shall only be done after the Executive Director has given his/her formal approval.

ARTICLE XII. ABANDONMENT, CHANGE OF PLAN OR TERMINATION OF CONTRACT

Section 1201. 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.

Section 1202. 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 XI of this Agreement with respect to Extra Work shall apply.

Section 1203. Termination of Contract (2 CFR 200, Appendix 11) (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 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.

Section 1203-1. 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.

Section 1203-2. 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.

Section 1203-3. 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.

Section 1203-4. 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.

Section 1204. In making an equitable adjustment in the contract price under Section 1203-1, the Sponsor shall consider the following:

- A. 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.
- B. 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.
- C. 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.

Section 1205. In the event of a termination under Section 1203-2, 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.

Section 1206. In the event of a termination under Section 1203-3, adjustment in the contract price shall be made as provided in Section 1204.

Section 1207. Termination by the Sponsor shall not be deemed a breach of contract.

ARTICLE XIII. SUSPENSION OF WORK

Section 1301. 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 XIV. DEATH OR DISABILITY OF THE CONSULTANT

Section 1401. In case of the death or disability of one or more, but not all, of the persons herein referred to as the Consultant, the rights and duties of the Consultant shall devolve upon the survivor or survivors of them, who shall be obliged to perform the services required under this Agreement, and the Sponsor shall make all payments due to him/her or them.

Section 1402. In case of the death or disability of all the persons herein referred to as the Consultant, all data and records pertaining to the project shall be delivered within

sixty (60) days to the Sponsor or its duly authorized representative. In the case of the failure of the Consultant, his/her successors or personal representatives, to make such delivery on demand, then and in that event the representatives of the Consultant shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the Consultant all amounts due the Consultant, including retained percentages to the date of the death of the last survivor.

ARTICLE XV. INTERCHANGE OF DATA

Section 1501. All technical data in regard to a project whether (a) existing in the office of the Sponsor or (b) existing in the office of the Consultant, shall be made available to the other party to this Agreement without expense to such other party as the case may be.

ARTICLE XVI. DISPOSITION OF PROJECT DOCUMENTS

Section 1601. 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. The cover sheet of each document furnished to the Sponsor by the Consultant shall include the appropriate State and Federal financial notices and the endorsement of the Consultant.

Section 1602. 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 including cover sheets in accordance with the above paragraph.

Section 1603. 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.

ARTICLE XVII. DAMAGES AND DELAYS

Section 1701. 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 XVIII. CODE OF ETHICS

Section 1801. The Consultant specifically agrees that this Agreement may be cancelled or terminated if any work under this Agreement is in conflict of Section 74 of the New York State Public Officer's Law, as amended.

ARTICLE XIX. INDEPENDENT CONTRACTOR

Section 1901. 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 XX. PATENT RIGHTS AND COPYRIGHTS

Section 2001. 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.

Section 2002. 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 XXI. NEW YORK STATE PARTICIPATION

Section 2101. The professional services performed under this Agreement may be included in a NYSDOT project, which is being undertaken and accomplished by the Sponsor and the State of New York, pursuant to which the State has agreed to pay a certain percentage of the allowable project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York, by the Agreement, makes the State of New York a party to this Agreement.

ARTICLE XXII. FEDERAL PARTICIPATION

Section 2201. The Federal Aviation Administration 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 XXIII. TERM

Section 2301. 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 Board of the Syracuse Regional Airport Authority.

ARTICLE XXIV. SUBCONTRACTORS

Section 2401. All subcontractors performing work on a project shall be approved in advance by the Executive Director 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 required contract provisions, and such agreements shall be subject to review by the NYSDOT and the FAA. All references in this Agreement to “subcontractors” shall be deemed also to include subconsultants.

ARTICLE XXV. DEBARMENT AND SUSPENSION (2 CFR Part 180; 2 CFR Part 1200)

For FAA Grant-Eligible Projects:

Section 2501. 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:

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

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.

ARTICLE XXVI. DISADVANTAGED BUSINESS ENTERPRISES

Section 2601. Contract Assurance (49 CFR Part 26.13) (For FAA Grant-Eligible Projects). The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Sponsor deems appropriate.

Section 2602. Prompt Payment (49 CFR Part 26.29) (For FAA Grant-Eligible Projects). 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. This clause applies to both DBE and non DBE subcontractors.

Section 2603. Copies of the required SRAA Forms and DBE requirements and goals are identified and available on SRAA's Internet site at syrsraa.com/mwbe-program/. The contractor agrees to complete and submit these forms without change in response to goals specified in the RFQ or contract.

ARTICLE XXVII. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20)

For FAA Grant-Eligible Projects:

Section 2701. 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.

Section 2702. 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.

ARTICLE XXVIII. BREACH OF CONTRACT TERMS (2 CFR 200. Appendix II)

For FAA Grant-Eligible Projects:

Section 2801. 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. 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.

ARTICLE XXIX. TRADE RESTRICTION (49 CFR Part 30)

For FAA Grant-Eligible Projects:

Section 2901. 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 contractor 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.

Section 2902. 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.

Section 2903. 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.

Section 2904. 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.

Section 2905. 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.

Section 2906. 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.

Section 2907. 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.

ARTICLE XXX. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE), SERVICE-DISABLED VETERAN-OWNED BUSINESSES (SDVOB) AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 3001. New York State Executive Law Article 15-A, which requires among other things, that the Syracuse Regional Airport Authority (SRAA) establish goals for maximum feasible participation of New York State Certified minority and women – owned business enterprises (“MWBE”) and the employment of minority group members and women in the performance of New York State contracts. SRAA fully supports the efforts of the State of New York to promote Equal Employment Opportunities (EEO) for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises.

Section 3002. SRAA is required to implement the provisions of New York State Executive Law Article 15-A and 5NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined herein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for real property renovations and construction. Where deemed appropriate, SRAA will implement the provisions of New York State Executive Law Article 15-A and the MWBE Regulations for all other SRAA contracts. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority group members and women (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provision required by New York State executive Law Article 15 (the “human Rights Law”) or other applicable federal, state or local laws.

Contractors participating in and/or selected for procurement opportunities with SRAA shall fulfill their obligations to comply with Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for MWBEs, including but not limited to the Statute and its implementing regulations as promulgated by New York State's Empire State Development (ESD) Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144.

Section 3003. Copies of the required SRAA Forms, MWBE requirements and goals are identified and available on SRAA's Internet site at syrtraa.com/mwbe-program/. The contractor agrees to complete and submit these forms without change in response to goals specified in the RFQ or contract. An electronic link to the current list of minority and women owned certified business enterprises also is available on SRAA's Internet site.

Section 3004. Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. SRAA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of SRAA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Article 17-B of the Executive Law authorizes State agencies to set aside procurements in whole or in part for Service-Disabled Veteran-Owned Businesses (SDVOBs) and sets a Statewide participation goal of 6% for SDVOBs on all contracts for commodities, services, and technology valued over \$25,000 and for all construction contracts valued over \$100,000.

Section 3005. Copies of the required SRAA Forms, SDVOB requirements and goals are identified and available on SRAA's Internet site at syrtraa.com/mwbe-program/. The contractor agrees to complete and submit these forms without change in response to goals specified in the RFQ or contract. An electronic link to the current list of service-disabled veteran-owned certified business enterprises also is available on SRAA's Internet site.

ARTICLE XXXI. MISCELLANEOUS

Section 3101. 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.

Section 3102. 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.

Section 3103. 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.

Section 3104. The Sponsor and the Consultant agree that all project documents requiring formal approval by a Federal agency will be submitted to the NYSDOT for its prior approval and forwarding to the Federal agency for its formal approval. The Sponsor and the Consultant agree that approval of all project documents requires the complete, prior and simultaneous coordination with the Federal agency and New York State Department of Transportation.

Section 3105. 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.

Section 3106. Compliance with Laws. In addition to complying with all of Sponsors Rules and Regulations, the Consultant, its agents and employees, shall also comply with all applicable federal and state laws and rules and regulations and all applicable County of Onondaga and City of Syracuse local laws, ordinances, resolutions and rules and regulations pertaining to the fulfillment of obligations under this Agreement, including without limitation the applicable provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144, and the Consultant's completion and submission of all forms and information required thereunder, which requirements and forms are set forth in Exhibit "D" attached hereto and made a part of this Agreement.

Section 3107. Notices. Notice to the Sponsor's Executive Director shall be deemed sufficient when received by the party to be notified if the notice is in writing and either personally delivered or mailed by certified mail, postage prepaid and return receipt requested, addressed to the Executive Director, SRAA, Syracuse Hancock International Airport, 1000 Colonel Eileen Collins Boulevard, Syracuse, New York

13212, or to such other address as the Sponsor may designate in writing from time to time. Notices to the Consultant shall be deemed sufficient when received by the party to be notified 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.

Section 3108. Captions. Section captions are intended to facilitate the reading of this Agreement and shall not affect the meaning or interpretation of any provision.

Section 3109. Law, Jurisdiction and Venue. Sponsor and Consultant expressly agree that the laws of the State of New York, without regard to its conflicts of laws principles, shall apply to the terms of this agreement and that the exclusive jurisdiction and venue of any legal action commenced in connection with this Agreement shall be in the State or Federal Courts sitting in the State of New York, County of Onondaga.

[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.

SYRACUSE REGIONAL AIRPORT AUTHORITY

[CONSULTANT]

Attachments:

Exhibit “A” – Detailed Scope of Services

Exhibit “B” – Form of Work Order

EXHIBIT “A”

Scope of Services

The selected Consultant(s) shall provide services necessary for project development, design, bidding and inspection. The following summarizes some of the elements of work involved. Additional work items may be required in order to achieve specific project objectives.

I. Preliminary Phase

- A. Conferring with the Authority on project requirements, finances, schedules, early phases of the project, and other pertinent matters; meeting with FAA, the NYSDOT 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/SEQR 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 Authority to obtain information and to coordinate or resolve design matters.
- B. Conferences with the FAA and NYSDOT to review their programming and design standards and become knowledgeable of the data that is already available for the project.
- C. Aid the Authority by acting as liaison and project coordinator with the FAA and NYSDOT.
- D. Collect data and undertake field investigations, surveys, architectural, engineering, and environmental studies.

- E. Prepare design report and cost estimates for review and acceptance by the Authority, FAA and NYSDOT.
- F. Prepare detailed applications for project funding to meet the Airport Improvement Program criteria of the FAA.
- G. Prepare and furnish detailed construction plans, specifications, and contract documents for the project. Provide as many copies of the contract documents to the Authority as may be required.
- H. Update the Airport Layout Plan.
- I. Assist the Authority in securing bids, tabulation and analysis of bid results, and furnish recommendations on the award of the construction contract.
- J. Assist the Authority 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 and a quality control plan for submission and approval by the FAA.
- B. Provide consultation and advice to the Authority 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 Authority, FAA and NYSDOT.
- G. Provide assistance to the Authority as an expert witness in any litigation that may arise from the construction of the project.
- H. Attend all meetings as required by the Authority.
- I. Provide all closeout documentation as may be required by the Authority, FAA and NYSDOT.
- 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 NYSDOT, 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 Authority.
 - 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 Authority.
- C. Conduct periodic job meetings and record and distribute minutes.
- D. Submit progress reports of construction activity and problems encountered, as required by the Authority, FAA and NYSDOT.
- E. Provide notification to the Authority of observed defects and deficiencies in the work, testing results and any other matters not in conformance with the contracts let by the Authority. Advise the Authority 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, including resident inspection services (described below in the section entitled, “The Duties and Responsibilities Concerning Continuous Resident Inspection”)

**THE DUTIES AND RESPONSIBILITIES
CONCERNING CONTINUOUS RESIDENT INSPECTION***

1. 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 Authority 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.
2. General coordination of the work in progress and the separate contractors.
3. Provide immediate notification to Authority of defects and deficiencies in the work, testing results and any other matters not in conformance with the contracts let by the Authority. Regularly advise Authority as to adequacy of contractors and subcontractors’ personnel, equipment, materials and supplies to maintain job schedule.
4. 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 Authority. The location and time of meeting shall be selected by the Authority.
5. Observe all testing; cause to be completed all testing required by the contract documents or as directed by the Authority.
6. 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.
7. 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 Authority that the work has progressed to the point indicated and is in conformance with all requirements of the contract documents.
8. Negotiate, process and advise the Authority with respect to change orders; timely request interpretations of contract documents or other information so as to avoid delay.
9. Performance of such other services as may be required by the Authority for proper inspection and coordination of all work on the project.

10. 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.
11. Keep a daily diary or logbook 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 Authority may direct. Copies to be sent to the Authority.
12. Inspector shall obtain prior written approval from the Department of Aviation 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.
13. For projects funded by the FAA and NYSDOT, 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 4, 7, and 8, shall not result in duplicative charges to the Authority.

EXHIBIT "B"
Sample Work Order

**SYRACUSE REGIONAL AIRPORT AUTHORITY
WORK ORDER AUTHORIZED AND ISSUED
PURSUANT TO AGREEMENT FOR
GENERAL AIRPORT CONSULTING SERVICES**

WHEREAS, pursuant to the terms of an Airport Lease Agreement; Assignment and Assumption Agreement; and Airport Services Agreement all dated November 25, 2013 ("collectively the "Transfer Documents") between the City of Syracuse and the Syracuse Regional Airport Authority (the "Sponsor") and the Operating Certificate issued to the Sponsor by the Federal Aviation Administration ("FAA") dated March 1 2014, Sponsor is, effective as of March 1, 2014 the operator of the Syracuse Hancock International Airport ("Airport"); and

WHEREAS, the Sponsor requires General Airport Consulting Services for FAA and NYSDOT Grant Eligible and Non-Eligible Projects ("Services") in connection with its operation of the Airport and in connection therewith has issued General Airport Consultant(s) a request for qualifications to perform the Services under RFQ Reference # 2021-01, issued on February 22, 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 _____ (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 Executive Director 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 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 NYSDOT 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 New York State Executive Law Article 15-A and 17-A, FAA 49 CFR Part 26, and all applicable Federal, State, County and City laws, local laws, ordinances, and resolutions. The Consultant acknowledges and agrees that if the Project is a FAA or NYSDOT Grant Eligible Project, the Consultant shall comply with all Federal and NYSDOT 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), DBE, MWBE, and SDVOB goals as determined by the Authority and all Federal and NYSDOT rules and regulations

set forth in the Agreement.

ARTICLE 5 NO AMENDMENTS

Section 501. This Work Order cannot be amended, modified or revised unless directed by the Executive Director. 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:** _____, 202__

Jason Terreri, IAP, A.A.E., ACE
Executive Director
Syracuse Regional Airport Authority

Attachments:

- Schedule A: Consultant's Scope of Work
- Schedule B: Consultant's Proposed Cost of Work